

<i>SERFF Tracking Number:</i>	<i>PRGS-125322888</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Progressive Direct Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026432</i>
<i>Company Tracking Number:</i>	<i>L070932-AR-RV</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0003 Recreational Vehicle</i>
<i>Product Name:</i>	<i>Recreational Vehicle (MT & TT)</i>		
<i>Project Name/Number:</i>	<i>Brand/L070932-AR-RV</i>		

Filing at a Glance

Companies: Progressive Direct Insurance Company, Progressive Northwestern Insurance Company, Progressive Casualty Insurance Company

Product Name: Recreational Vehicle (MT & TT) SERFF Tr Num: PRGS-125322888 State: Arkansas

TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026432
Sub-TOI: 19.0003 Recreational Vehicle	Co Tr Num: L070932-AR-RV	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Pdpq 4	Disposition Date: 01/17/2008
	Date Submitted: 10/12/2007	Disposition Status: Approved
Effective Date Requested (New): 01/09/2008		Effective Date (New): 03/13/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Brand	Status of Filing in Domicile:
Project Number: L070932-AR-RV	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/22/2008	
State Status Changed: 10/15/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The purpose of this filing is to provide final print versions of the Arkansas Motor Home Policy and Arkansas Travel Trailer Policy. There are no substantive changes or text changes of any kind to the forms that were previously filed and approved.

The following minor changes were made to each of the policies:

- A new logo on the front cover
- A new form number

SERFF Tracking Number:	PRGS-125322888	State:	Arkansas
First Filing Company:	Progressive Direct Insurance Company, ...	State Tracking Number:	AR-PC-07-026432
Company Tracking Number:	L070932-AR-RV		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0003 Recreational Vehicle
Product Name:	Recreational Vehicle (MT & TT)		
Project Name/Number:	Brand/L070932-AR-RV		

- A new bar code on the front/back covers
- The phone number on page 1 was changed

Company and Contact

Filing Contact Information

Edward P. Simms, Senior Counsel	edward_p_simms@progressive.com
6300 Wilson Mills Rd. N72B	(440) 395-3013 [Phone]
Mayfield Village, OH 44143	(440) 395-3790[FAX]

Filing Company Information

Progressive Direct Insurance Company	CoCode: 16322	State of Domicile: Ohio
6300 Wilson Mills Rd, N72	Group Code: 155	Company Type:
Cleveland, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 34-1524319	

Progressive Northwestern Insurance Company	CoCode: 42919	State of Domicile: Ohio
6300 Wilson Mills Road	Group Code: 155	Company Type:
Mayfield Village, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 91-1187829	

Progressive Casualty Insurance Company	CoCode: 24260	State of Domicile: Ohio
6300 Wilson Mills Road	Group Code: 155	Company Type:
Mayfield Village, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 34-6513736	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Progressive Direct Insurance Company	\$50.00	10/12/2007	16098016
Progressive Casualty Insurance Company	\$0.00	10/12/2007	
Progressive Northwestern Insurance Company	\$0.00	10/12/2007	

SERFF Tracking Number:	PRGS-125322888	State:	Arkansas
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Company Tracking Number:	L070932-AR-RV		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0003 Recreational Vehicle
Product Name:	Recreational Vehicle (MT & TT)		
Project Name/Number:	Brand/L070932-AR-RV		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/17/2008	01/22/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	10/23/2007	10/23/2007	Pdpg 4	01/16/2008	01/16/2008
Industry						
Response						

<i>SERFF Tracking Number:</i>	<i>PRGS-125322888</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0003 Recreational Vehicle</i>
<i>Product Name:</i>	<i>Recreational Vehicle (MT & TT)</i>		
<i>Project Name/Number:</i>	<i>Brand/L070932-AR-RV</i>		

Disposition

Disposition Date: 01/17/2008
Effective Date (New): 03/13/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: PRGS-125322888 State: Arkansas

First Filing Company: Progressive Direct Insurance Company, ... State Tracking Number: AR-PC-07-026432

Company Tracking Number: L070932-AR-RV

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: Recreational Vehicle (MT & TT)

Project Name/Number: Brand/L070932-AR-RV

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Response to Objections	Approved	Yes
Form (revised)	Arkansas Motor Home Policy	Approved	Yes
Form	Arkansas Motor Home Policy	Approved	Yes
Form (revised)	Arkansas Travel Trailer Policy	Approved	Yes
Form	Arkansas Travel Trailer Policy	Approved	Yes

SERFF Tracking Number: PRGS-125322888 State: Arkansas
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 TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle
 Product Name: Recreational Vehicle (MT & TT)
 Project Name/Number: Brand/L070932-AR-RV

Objection Letter

Objection Letter Status Pending Industry Response
 Objection Letter Date 10/23/2007
 Submitted Date 10/23/2007

Respond By Date

Dear Edward P. Simms,

This will acknowledge receipt of the captioned filing. Please review act 373 of 2007 and advise how you are complying with the law.

Please feel free to contact me if you have questions.

Sincerely,
 Alexa Grissom

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 01/16/2008
 Submitted Date 01/16/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Response and amended forms are attached

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to Objections

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
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SERFF Tracking Number: PRGS-125322888 *State:* Arkansas
First Filing Company: Progressive Direct Insurance Company, ... *State Tracking Number:* AR-PC-07-026432
Company Tracking Number: L070932-AR-RV
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0003 Recreational Vehicle
Product Name: Recreational Vehicle (MT & TT)
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Arkansas Motor Home	9635 AR	12/07	Policy/Coverage Form	Replaced	AR-PC- 0	9635_AR_
Policy					04-012535	12-07.pdf

Previous Version

Arkansas Motor Home	9635 AR	12/07	Policy/Coverage Form	Replaced	AR-PC- 0	96350712
Policy					04-012535	AR.pdf

Arkansas Travel Trailer	3649 AR	12/07	Policy/Coverage Form	Replaced	AR-PC- 0	36490712
Policy					04-012537	AR.pdf

Previous Version

Arkansas Travel Trailer	3649 AR	12/07	Policy/Coverage Form	Replaced	AR-PC- 0	36490712
Policy					04-012537	AR.pdf

<i>SERFF Tracking Number:</i>	<i>PRGS-125322888</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Progressive Direct Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026432</i>
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<i>Product Name:</i>	<i>Recreational Vehicle (MT & TT)</i>		
<i>Project Name/Number:</i>	<i>Brand/L070932-AR-RV</i>		

No Rate/Rule Schedule items changed.

Sincerely,
Pdpg 4

SERFF Tracking Number: PRGS-125322888 State: Arkansas

First Filing Company: Progressive Direct Insurance Company, ... State Tracking Number: AR-PC-07-026432

Company Tracking Number: L070932-AR-RV

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: Recreational Vehicle (MT & TT)

Project Name/Number: Brand/L070932-AR-RV

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Motor Home Policy	9635 AR	12/07	Policy/Coverage Replaced Form	Replaced Form #:0.00 9635A AR (11/04), 9635D AR (11/04) Previous Filing #: AR-PC-04- 012535		9635_AR_12-07.pdf
Approved	Arkansas Travel Trailer Policy	3649 AR	12/07	Policy/Coverage Replaced Form	Replaced Form #:0.00 3649A AR (11/04), 3649D AR (11/04) Previous Filing #: AR-PC-04- 012537		36490712AR.pdf

9635 AR 1207



ARKANSAS

MOTOR HOME POLICY



Form No. 9635 AR (12/07)

PROGRESSIVE[®]

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ARKANSAS MOTOR HOME POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Notify Us As Soon As Practicable

If a person or vehicle covered by this policy is involved in an **accident, loss** or occurrence for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by calling **us** at **1-800-274-4499**.

For coverage to apply under this policy, you or an insured person must promptly report each accident, loss or occurrence even if an insured person is not at fault.

You or an insured person should provide **us** with the following **accident, loss** or occurrence information as soon as it is available:

- time;
- place;
- circumstances of the **accident, loss** or occurrence (for example, how the **accident** happened and weather conditions);
- names and addresses of all persons involved;
- names and addresses of any witnesses; and
- the license plate numbers and descriptions of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

- the owner or operator of a vehicle involved in the accident cannot be identified;
- an **accident** which must be reported under state law has occurred; or
- theft or vandalism has occurred.

For coverage to apply under this policy, a person claiming coverage must:

- cooperate with **us** in any matter concerning a claim or lawsuit;
- provide any written proof of loss **we** may reasonably require;
- allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- promptly send **us** any and all legal papers relating to any claim or lawsuit;
- attend hearings and trials as **we** require;
- take reasonable steps at and after the time of **loss** to protect the **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, from further **loss**. **We** will pay reasonable expenses incurred in providing this protection. If **you** fail to do so, any further damages will not be covered under this policy;

- prepare an inventory of all damaged or stolen personal property, setting forth, in detail, the quantity, description, age, replacement cost, actual cash value, and amount of the damage or **loss**. All bills, receipts and related documents that support the values described in the inventory must be included if reasonably available;
- allow **us** to have the damaged **covered vehicle**, **non-owned vehicle**, or any other property that may be covered under this policy, inspected and appraised before its repair or disposal;
- submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- authorize **us** to obtain medical and other records.

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface, whether in the singular, plural, or possessive, will have the following meaning:

1. **"Accident"** means a sudden, unexpected, and unintended occurrence.
2. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease. **"Bodily injury"** does not include any sickness or disease which is transmitted by an insured person through personal or sexual contact.
3. **"Business"** includes a trade, profession, or occupation.
4. **"Covered vehicle"** means:
 - a. any **vehicle** expressly identified by make, model and vehicle identification number (VIN) on the **Declarations Page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
 - b. any additional **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) **we** insure all **vehicles owned by you**; and
 - (iii) no other insurance policy provides coverage for that **vehicle**.

If **we** provide coverage for a **vehicle you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, that **we** provide for any **vehicle** shown on the **Declarations Page**. **We** will provide that coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**. If the broadest coverage is Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the additional **vehicle** instead of these coverages. If **you** add any coverage to this policy or increase **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits;

- c. any replacement **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;

(ii) the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**; and

(iii) no other insurance policy provides coverage for that **vehicle**.

If the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**, it will have the same coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, as the **vehicle** it replaces. If the replaced **vehicle** had Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the replacement **vehicle** instead of these coverages. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part IV - Damage To A Vehicle. If the replaced **vehicle** did not have coverage under Part IV - Damage To A Vehicle, or **you** want to insure the replacement **vehicle** with Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **you** may ask **us** to add such coverage for the replacement **vehicle**. However, if **you** add any of these coverages, coverage will not become effective until after **you** ask **us** to add it. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits; or

- d. a **loaner vehicle**.
5. "**Declarations Page**" means the document from **us** listing:
- a. the types of coverage **you** have elected;
 - b. the limit for each coverage;
 - c. the cost for each coverage;
 - d. the specified **vehicles** covered by this policy; and
 - e. other information applicable to this policy.
6. "**Loaner vehicle**" means a **vehicle** operated by **you** that is:
- a. loaned to **you** by a duly licensed automobile dealer:
 - (i) as a temporary substitute for a **covered vehicle** while the **covered vehicle** is out of use because of breakdown, repair, or servicing; or
 - (ii) for use as a demonstrator **vehicle**; or
 - b. rented or leased from a rental company that is in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.
7. "**Loss**" means sudden, direct, and accidental loss or damage.
8. "**Non-owned vehicle**" means any **vehicle** that is:
- a. not a **loaner vehicle**;
 - b. not **owned** by:
 - (i) **you**;
 - (ii) a **relative**;
 - (iii) any other resident of **your** household; or
 - (iv) the named insured's non-resident spouse; and
 - c. in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**.
9. "**Occupying**" means in, on, entering, or exiting.
10. "**Owned**" means the person:

- a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
11. **“Owner”** means any person who, with respect to property:
- a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
12. **“Pollutant”** means all pollutants and contaminants, including, but not limited to, any:
- a. solid, liquid, gaseous, bacterial, organic or thermal irritant or contaminant;
 - b. smoke, vapor, soot, or fumes;
 - c. acids, alkalis, chemicals, or metals, including, but not limited to, lead or any material containing lead;
 - d. poisons;
 - e. sewage or waste, including materials to be recycled, reconditioned or re-claimed;
 - f. substances, including, but not limited to, asbestos or any material containing asbestos;
 - g. odors; or
 - h. compounds;
- even if now or previously recognized as having a safe or useful purpose. The term **“pollutant”** includes residential, recreational, work-site, and commercial pollution or contamination.
13. **“Punitive or exemplary damages”** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
14. **“Relative”** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents if they intend to continue to reside in **your** household.
15. **“Vehicle”** means a land motor vehicle, including its permanently attached equipment, that:
- a. has built-in:
 - (i) cooking, refrigeration, sleeping, and bathroom facilities; and
 - (ii) self-contained:
 - (a) heating and/or air-conditioning;
 - (b) drinking water supply system; and
 - (c) 110-125 volt electrical power system; or
 - b. is shown on the **Declarations Page** and customarily used with a fifth-wheel trailer:
 - (i) **owned by you** and insured under **our** Travel Trailer insurance program; and
 - (ii) containing living quarters.

- “**Vehicle**” does not include any type of mobile home, manufactured housing, or any other wheeled device not designed for regular use on public roads.
16. “**We**”, “**Us**”, and “**Our**” mean the company providing the insurance, as shown on the **Declarations Page**.
17. “**You**” and “**Your**” mean:
- a person or persons shown as a named insured on the **Declarations Page**; and
 - the spouse of a named insured if residing in the same household.

PART I - LIABILITY TO OTHERS

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the:

- ownership, maintenance, or use of a **vehicle**; or
- use of any **trailer** while attached to a:
 - covered vehicle**; or
 - non-owned vehicle** operated by an **insured person**.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I, whether in the singular, plural, or possessive:

- “**Insured person**” means:
 - you** or a **relative** with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
 - any person with respect to an **accident** arising out of that person’s use of a **covered vehicle** with the express or implied permission of **you** or a **relative**;
 - a **relative** with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**;
 - you** with respect to an **accident** arising out of the maintenance or use of any **vehicle** with the express or implied permission of the **owner** of the **vehicle**;
 - any person or organization with respect only to vicarious liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in a, b, c, or d above; and
 - any Additional Interest Insured designated by **you** in **your** application, or by a change request agreed to by **us**, with respect to liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in a, b, c, or d above.

2. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property.
3. **"Trailer"** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle. **"Trailer"** does not include any type of mobile home, manufactured housing, or any other wheeled device not designed for regular use on public roads.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. the premium on an appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle** or **non-owned vehicle**. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, does not apply to:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **vehicle** or **trailer** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
2. any liability assumed by an **insured person** under any contract;
3. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;

5. **bodily injury or property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. **bodily injury or property damage** due to a nuclear reaction or radiation;
7. **bodily injury or property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury or property damage** caused by an intentional act of an **insured person** or at the direction of an **insured person**;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household. However, this exclusion does not apply to a house, a dwelling structure permanently attached to land, or a garage, if rented by **you** and damaged by a **covered vehicle**;
11. **bodily injury to you or a relative**;
12. **bodily injury or property damage** resulting from a **relative's** operation or use of a vehicle, other than a **covered vehicle, owned by you** or a person who resides with **you**;
13. **bodily injury or property damage** resulting from **your** operation or use of a vehicle **owned by you**, other than a **covered vehicle**;
14. **bodily injury or property damage** arising out of the ownership, maintenance or use of any **vehicle or trailer** while leased or rented to others; or
15. **bodily injury or property damage** arising out of the ownership, maintenance or use of a **vehicle or trailer** while it is parked and:
 - a. being used as a residence or premises;
 - b. being used for commercial or **business** purposes;
 - c. being used as a premises for office, store or display purposes; or
 - d. stabilizing jacks are in use.

Types of use "as a residence or premises" to which this exclusion applies include, but are not limited to, use of a **vehicle or trailer** for entertainment purposes, camping purposes, as a living facility, or as a sleeping facility.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the **accident**; or
6. premiums paid.

If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any

one **accident**. However, without changing this total “each accident” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

If **your Declarations Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident**.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to a person and all claims of others, if allowed by law, derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one will be entitled to duplicate payments for the same elements of damages.

The total damages recoverable under this Part I shall be reduced by any payment to that person for the same elements of damages under Part II - Personal Injury Protection Coverage and under Part III - Uninsured/Underinsured Motorist Coverage.

A **vehicle** and attached **trailer** are considered one **vehicle**. Therefore, the Limits of Liability will not be increased for an **accident** involving a **vehicle** which has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

No coverage is provided under this Part I for **bodily injury** or **property damage** covered under:

1. a policy applicable to an insured location, as described in Part VII - Full Timer's Package, or to a temporary residence; or
2. Part VII - Full Timer's Package or Part VIII - Vacation Liability Coverage.

If coverage applies and there is any other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability

bears to the total of all applicable limits. However, any insurance **we** provide for liability arising out of the ownership, maintenance, or use of a:

1. **vehicle**, other than a **covered vehicle**; or
 2. **trailer**, other than a **trailer** being towed by a **covered vehicle**;
- will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered vehicle** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **vehicle** in that state, province, territory or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the Limits of Liability under this policy.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part I, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part I. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART II - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT - MEDICAL AND HOSPITAL BENEFITS COVERAGE

Subject to the Limit of Liability shown on the **Declarations Page**, if **you** pay the premium for Medical And Hospital Benefits Coverage, **we** will pay for reasonable and necessary expenses, incurred within two (2) years from the date of an **accident**, for medical, hospital, nursing, dental, surgical, ambulance, funeral, and prosthetic services because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

Medical And Hospital Benefits Coverage includes payment for non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing. Payment for hospital room charges shall be limited to the amount charged for semiprivate accommodations.

INSURING AGREEMENT - INCOME DISABILITY BENEFITS COVERAGE

Subject to **our** Limit of Liability, if **you** pay the premium for Income Disability Benefits Coverage, **we** will pay for **income disability benefits** because of **bodily injury**:

- 1. sustained by an **insured person**;
- 2. caused by an **accident**; and
- 3. arising out of the ownership, maintenance or use of a motor vehicle.

No payment for **income disability benefits** shall be made for any period following the death of the **insured person**.

INSURING AGREEMENT - ACCIDENTAL DEATH BENEFITS COVERAGE

If **you** pay the premium for Accidental Death Benefits Coverage, **we** will pay the amount stated on the **Declarations Page** for Accidental Death Benefits Coverage if an **insured person** dies within one (1) year of the date of an **accident** because of **bodily injury**:

- 1. caused by the **accident**; and
- 2. arising out of the ownership, maintenance or use of a motor vehicle.

ADDITIONAL DEFINITIONS

When used in this Part II:

- 1. **“Income disability benefits”** means loss of income from work the **insured person** would have earned, during the period beginning eight (8) days from the date of the **accident** and not exceeding fifty-two (52) weeks, had the **insured person** not sustained **bodily injury**. If the **insured person** did not earn income from work at the time of the **accident**, **income disability benefits** means expenses reasonably incurred, during the period beginning eight (8) days from the date of the **accident** and not exceeding fifty-two (52) weeks, to obtain essential services in lieu of those the **insured person** would have performed, without income, for the benefit of the **insured person** or his or her family, had the **insured person** not sustained **bodily injury**.
- 2. **“Insured person”** and **“insured persons”** mean:
 - a. **you** or any **relative**; and
 - b. any other person:
 - (i) while **occupying a covered vehicle**; or
 - (ii) when struck by a **covered vehicle** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

The coverages provided under this Part II do not apply to **bodily injury**:

1. sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required by law;
2. sustained by any person who intentionally caused such **bodily injury**;
3. sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
4. to the extent benefits are paid or payable under any workers' compensation law, disability benefits law or similar law. However, this exclusion does not apply to Accidental Death Benefits Coverage;
5. sustained by any person while using or **occupying** any motor vehicle **owned** by **you**, other than a **covered vehicle**;
6. sustained by a **relative** while using or **occupying** any motor vehicle **owned** by that **relative**, other than a **covered vehicle**;
7. sustained by any person arising from the use of a motor vehicle as a residence or premises;
8. sustained while **occupying** a motor vehicle while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense transportation pools;
9. arising out of an **accident** involving a motor vehicle while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
10. due to a nuclear reaction or radiation;
11. for which insurance is afforded under a nuclear energy liability insurance contract;
12. sustained by any person while **occupying** a **covered vehicle** without the express or implied permission of **you** or a **relative**; or
13. sustained by **you** or a **relative** while **occupying** a **non-owned vehicle** without the express or implied permission of the **owner**.

LIMITS OF LIABILITY

The Limit of Liability for Medical And Hospital Benefits Coverage and the Limit of Liability for Accidental Death Benefits Coverage are both shown on the **Declarations Page**.

Our Limit of Liability for Income Disability Benefits Coverage is as follows:

1. if the **insured person** earned income from work at the time of the **accident**, **we** will pay no more than 70% of loss of gross income per week, not to exceed \$140 per week; and
2. if the **insured person** did not earn income from work at the time of the **accident**, **we** will pay no more than \$70 per week, or pro rata for a shorter period.

The Limits of Liability for the coverages provided under this Part II represent the most **we** will pay for each **insured person** injured in any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

The total damages recoverable under this Part II shall be reduced by any payment to that person for the same elements of damages under Part I - Liability To Others and Part III - Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

1. With respect to **bodily injury** sustained by a **relative**, any Medical And Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II shall be excess over any other similar coverage provided by a motor vehicle insurance policy under which the **relative** is a named insured.
2. If **you** or a **relative** are insured under any other motor vehicle insurance policy providing coverage for **income disability benefits** or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
3. No coverage will be provided under this Part II for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, if there is other applicable personal injury protection insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.

No one shall be entitled to recover duplicate payments for **income disability benefits** or medical and hospital benefits under this or any other motor vehicle insurance policy.

PART III - UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT - UNINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive** or **exemplary damages**, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;

2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

INSURING AGREEMENT - UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Property Damage Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **property damage**:

1. caused by an **accident**; and
2. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

INSURING AGREEMENT - UNDERINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Underinsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

An **insured person** shall send to **us**, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the **owner** or operator of an **underinsured motor vehicle**, or that person's liability insurer. However, this notice requirement shall not apply when **we** are making that offer of settlement as insurer of the **owner** or operator of the **underinsured motor vehicle**. The notice shall include:

1. written documentation of economic losses incurred, including copies of all medical bills;
2. written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers; and
3. written confirmation from the **owner's** or operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within thirty (30) days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in settlement to the **insured person**. If **we** do this, **we** are entitled to subrogate, to the extent of **our** payment, to the **insured person's** right of recovery against the **owner** or operator of the **underinsured motor vehicle** and the **insured person** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

ADDITIONAL DEFINITIONS

When used in this Part III, whether in the singular, plural, or possessive:

1. **"Insured person"** means:
 - a. **you** or a **relative**;
 - b. any person **occupying a covered vehicle**; and
 - c. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a or b above.
2. **"Property damage"** means physical damage to, or destruction or loss of use of, a **covered vehicle**.
3. **"Underinsured motor vehicle"** means a land motor vehicle to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the amount of the **insured person's** damages.

An **"underinsured motor vehicle"** does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative**;
 - b. operated on rails or crawler treads;
 - c. designed mainly for use off public roads, while not on public roads;
 - d. while used as a residence or premises;
 - e. shown on the **Declarations Page** of this policy;
 - f. not required to be registered as a motor vehicle; or
 - g. that is an **uninsured motor vehicle**.
4. **"Uninsured motor vehicle"** means a land motor vehicle:
 - a. to which no liability bond or policy applies at the time of the **accident**;
 - b. to which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is insolvent, or becomes so within one (1) year of the date of the **accident**; or
 - c. that is a hit-and-run vehicle whose operator or **owner** cannot be identified and which strikes:
 - (i) **you** or a **relative**;
 - (ii) a vehicle that **you** or a **relative** are **occupying**; or
 - (iii) a **covered vehicle**;provided that the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **accident**.

An **"uninsured motor vehicle"** does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative**;
- b. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
- c. operated on rails or crawler treads;
- d. designed mainly for use off public roads, while not on public roads;
- e. while being used as a residence or premises;
- f. shown on the **Declarations Page** of this policy;

- g. not required to be registered as a motor vehicle; or
- h. that is an **underinsured motor vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

1. Coverage under this Part III is not provided for **bodily injury** sustained by any person while using or **occupying**:
 - a. a **covered vehicle** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - (i) to shared-expense transportation pools; or
 - (ii) when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
 - b. a **covered vehicle** without the express or implied permission of **you** or a **relative**;
 - c. a **non-owned vehicle** without the express or implied permission of the **owner**; or
 - d. a motorized vehicle or device of any type designed to be operated on the public roads that is **owned** by **you** or a **relative**, other than a **covered vehicle**.
2. Coverage under this Part III is not provided for **property damage**:
 - a. sustained while a **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food or any other products. This exclusion does not apply to shared-expense transportation pools;
 - b. sustained while a **covered vehicle** is being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
 - c. resulting from any prearranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
 - d. due to a nuclear reaction or radiation;
 - e. for which insurance is afforded under a nuclear energy liability insurance contract; or
 - f. to a trailer.
3. Coverage under this Part III will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** for the coverages under this Part III is the most **we** will pay for any one **accident** regardless of the number of:

1. claims made;
2. **covered vehicles**;

3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the **accident**; or
6. premiums paid.

If the **Declarations Page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident**. However, without changing this total “each accident” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

If **your Declarations Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the aggregate of all **property damage** caused by any one **accident**.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

In determining the amount payable under this Part III, the amount of the damages sustained by the **insured person** due to **bodily injury** shall be reduced by all sums:

1. paid by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others;
2. paid under Part II - Personal Injury Protection Coverage; and
3. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers’ compensation law; or
 - b. disability benefits law.

The Limits of Liability under this Part III for **property damage** shall be reduced by all sums paid:

1. because of **property damage** by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others; and
2. for **property damage** under Part IV - Damage To A Vehicle.

Our Limit of Liability under this Part III for **property damage** to a **covered vehicle** arising out of one **accident** is the lowest of:

1. the actual cash value of the **covered vehicle** at the time of the **accident**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;

2. the amount necessary to replace the **covered vehicle**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;
3. the amount necessary to repair the **covered vehicle** to its pre-loss condition, reduced by the applicable deductible; or
4. any limit of liability shown on the **Declarations Page** for “property damage” under this Part III, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the deductible shown on the **Declarations Page**;
2. no more than one deductible shall be applied to any one **accident**;
3. the deductible under this Part III shall not apply if:
 - a. the operator of the **uninsured motor vehicle** has been positively identified and is solely at fault; and
 - b. the **covered vehicle** is insured for Collision Coverage under Part IV - Damage To A Vehicle;
4. an adjustment for depreciation and physical condition, including betterment, will be made in determining the Limit of Liability at the time of the **accident**; and
5. IN THE REPAIR OF **YOUR COVERED MOTOR VEHICLE** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

Any payment made to a person under this Part III shall reduce any amount that the person is entitled to recover for the same elements of damages under Part I - Liability To Others or for **loss** under Part IV - Damage To A Vehicle.

No one will be entitled to duplicate payments for the same elements of damages.

Any judgment or settlement for damages against an operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide under this Part III with respect to a vehicle that is not a **covered vehicle** shall be excess over any other uninsured or underinsured motorist coverage.

We will not pay for any damages which would duplicate any payment made for damages under other insurance.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
 2. the amount of the damages sustained by the **insured person**;
- this will be determined by arbitration if **we** and the **insured person** agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the **accident** occurred.

If **we** and the **insured person** have agreed to arbitration, then each party shall select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within thirty (30) days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will determine:

1. the legal liability of the operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
 2. the amount of the damages sustained by the **insured person**;
- but will not be binding on either the **insured person** or **us**. The arbitrators shall have no authority to award an amount in excess of the limit of liability.

PART IV - DAMAGE TO A VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay for **loss** to a:

1. **covered vehicle** for which Collision Coverage has been purchased;
2. **non-owned vehicle**; or
3. **trailer**;

when it overturns or is in a collision with another object, subject to the Limits of Liability.

Subject to any deductible applicable to a collision **loss**, **we** will replace, or reimburse the reasonable cost to replace, any child safety seat or restraint damaged in an **accident** to which this Collision Coverage applies.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If **you** pay the premium for Comprehensive Coverage, **we** will pay for a comprehensive **loss** to a:

1. **covered vehicle** for which Comprehensive Coverage has been purchased;

2. **non-owned vehicle**; or
 3. **trailer**;
- subject to the Limits of Liability.

A comprehensive **loss** is a **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer**, other than a **loss** covered under Collision Coverage, including, but not limited to, **loss** caused by any of the following:

1. impact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, or flood.

If **we** can pay the **loss** under either Comprehensive Coverage or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

ADDITIONAL DEFINITIONS

When used in this Part IV, whether in the singular, plural, or possessive:

1. **"Agreed value"** means the "agreed value" as shown on the **Declarations Page**.
2. **"Market value"** means the "market value" as shown on the **Declarations Page**.
3. **"Purchase price"** means the "purchase price" as shown on the **Declarations Page**.
4. **"Total loss"** means:
 - a. the theft of the **vehicle** if the **vehicle** is not recovered within thirty (30) days; or
 - b. any other **loss** to the **vehicle** that is payable under this Part IV if the actual cash value of the **vehicle** at the time of the **loss**, when reduced by the salvage value after the **loss**, is less than the anticipated costs if the **vehicle** is repaired (including parts and labor).
5. **"Trailer"** means a non-motorized trailer (including anti-sway bars, tow bars, torsion bars, tow hitches, tow dollies, and other towing devices that are not bolted to or permanently attached to the towing vehicle) which is designed to be towed on public roads by a land motor vehicle, that is:
 - a. **owned by you** and customarily used with a **covered vehicle**; or
 - b. not **owned by you**, while being used with a **covered vehicle**;provided it has no built-in sleeping facilities and is not used:
 - a. for commercial or **business** purposes;
 - b. as a primary residence;
 - c. as a premises for office, store or display purposes; or
 - d. as a passenger conveyance.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV does not apply for **loss**:

1. to a **covered vehicle, non-owned vehicle, or trailer**, while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
2. to a **non-owned vehicle or trailer** if being maintained or used by a person while employed or engaged in any **business**;
3. to a **covered vehicle, non-owned vehicle, or trailer**, resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
4. to a **covered vehicle, non-owned vehicle, or trailer**, due to a nuclear reaction or radiation;
5. to a **covered vehicle, non-owned vehicle, or trailer**, for which insurance is afforded under a nuclear energy liability insurance contract;
6. caused by the order of any governmental or civil authorities to destroy, confiscate or seize a **covered vehicle, non-owned vehicle, or trailer**, because **you** or any **relative** engaged in illegal activities;
7. to a **covered vehicle, non-owned vehicle, or trailer**, caused by an intentional act by **you**, a **relative**, or the **owner** of the **non-owned vehicle or trailer**, or at the direction of **you**, a **relative**, or the **owner** of the **non-owned vehicle or trailer**;
8. to a **covered vehicle, non-owned vehicle, or trailer**, that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice on a **vehicle or trailer**;
 - h. scorching, marring, scratching, or breakage of internal equipment or furnishings whether permanently attached or not. However, this exclusion does not apply to:
 - (i) scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning; or
 - (ii) breakage of glass which is permanently a part of or attached to the **covered vehicle**;
 - i. mechanical or electrical breakdown or failure; or
 - j. road damage to tires.

This exclusion does not apply if the damage results from the theft of a **covered vehicle, non-owned vehicle, or trailer**;

9. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part IV;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
10. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part IV;
11. due to theft or conversion of a **covered vehicle, non-owned vehicle, or trailer**:
 - a. by **you**, a **relative**, or any resident of **your** household; or
 - b. prior to its delivery to **you** or a **relative**;
12. to equipment, devices, accessories, or any other personal property not permanently installed in or attached to a **vehicle or trailer**. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, televisions, VCRs, DVD players, computers, or PDAs;
13. to a **covered vehicle or trailer** while it is leased or rented to others;
14. to a **covered vehicle, non-owned vehicle, or trailer**, for diminution of value;
15. other than an impact **loss** to a **covered vehicle, non-owned vehicle, or trailer**, caused by birds, vermin, rodents, insects or other animals; or
16. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

1. The limit of liability for **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **Declarations Page**;
 - d. the **market value**, reduced by its salvage value if **you** or the **owner** retain the salvage; or
 - e. with respect to a **loss** to a **trailer**, the limit of liability shown on the **Declarations Page** for Trailer Coverage reduced by its salvage value if **you** or the **owner** retain the salvage.
2. If **you** purchase Total Loss Replacement/Purchase Price Coverage, then subsection 1 above shall not apply for a **vehicle** that sustains a **total loss**, and the limit of liability for Total Loss Replacement/Purchase Price Coverage shall apply.
3. If **you** purchase Agreed Value Coverage, then subsection 1 above shall not apply and the limit of liability for Agreed Value Coverage shall apply.
4. Payments for **loss** covered under this Part IV are subject to the following provisions:
 - a. no more than one deductible shall be applied to any one covered **loss**;
 - b. if coverage applies to a **non-owned vehicle**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, applicable to any **vehicle** shown on the **Declarations Page**. However, the highest deductible on any **covered vehicle** shall apply;
 - c. an adjustment for physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the Limits of Liability. However, this shall not apply to a **total loss** if the **covered vehicle** is covered by Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage;
 - d. in determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment;
 - e. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs;

- f. duplicate recovery for the same elements of damages is not permitted;
 - g. any amount paid or payable to a person under this Part IV shall be reduced by any amount paid for **property damage** under Part III - Uninsured/Underinsured Motorist Coverage; and
 - h. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.
5. If more than one **vehicle** is shown on the **Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **vehicle**.
 6. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.
 7. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT/ PURCHASE PRICE COVERAGE

If there is a **total loss** to a **covered vehicle** and **you** have purchased Total Loss Replacement/Purchase Price Coverage for that **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part IV will not apply to that **total loss** and the following shall apply:

1. The limit of liability for a **covered vehicle** for which Total Loss Replacement/Purchase Price Coverage was purchased is as follows:
 - a. when the **covered vehicle** is, at the time of **loss**, the current model year, or the first through fourth preceding model year, the applicable limit of liability will be:
 - (i) if **you** choose to replace the **covered vehicle**, the cost, as determined by **us**, of a new vehicle that:
 - (a) has not previously had a title issued or recorded to any person or entity, other than a dealer or manufacturer; and
 - (b) is, to the extent possible, the same make, class, size, and type, and which contains reasonably similar equipment to the **covered vehicle**; or
 - (ii) if **you** choose not to replace the **covered vehicle**, the **purchase price**; or
 - b. when the **covered vehicle** is, at the time of **loss**, the fifth preceding model year or older, the applicable limit of liability will be the **purchase price**.

All applicable limits of liability are subject to an adjustment for the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

INSURING AGREEMENT - AGREED VALUE COVERAGE

If **you** purchase Agreed Value Coverage under this Part IV for a **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part IV shall not apply and the following provision shall apply to a **loss** to that **covered vehicle**:

1. The limit of liability for a **loss** to a **covered vehicle** for which Agreed Value Coverage was purchased is as follows:
 - a. for a **total loss** to a **covered vehicle** which has an **agreed value** supported by the proper documentation, **our** limit of liability is the **agreed value**, reduced by its salvage value if **you** or the **owner** retain the salvage; and
 - b. for a **loss** other than a **total loss** to a **covered vehicle**, or for a **total loss** where the **agreed value** is not supported by proper documentation, **our** limit of liability is the lowest of:
 - (i) the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (ii) the amount necessary to replace the stolen or damaged property, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (iii) the amount necessary to repair the stolen or damaged property to its pre-loss condition, reduced by the applicable deductible as shown on the **Declarations Page**; or
 - (iv) the **agreed value**, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

“Proper documentation” is the documentation required by **us** to support the **agreed value** for a **covered vehicle**.

INSURING AGREEMENT - DISAPPEARING DEDUCTIBLES

If **you** pay the premium for Disappearing Deductibles, then the following is added to the Limits of Liability provision under this Part IV of **your** policy:

If, during any policy period, **you** do not have a **loss** under Comprehensive Coverage or Collision Coverage for which **we** have paid any amount, then:

1. any deductible for Comprehensive Coverage and Collision Coverage shall be reduced for the following policy period by twenty-five percent (25%); and
2. no deductible for Comprehensive Coverage and Collision Coverage will apply for the fifth policy period and thereafter if **you** do not have any **losses** during the previous four (4) consecutive policy periods.

If **you** change the deductible amount for Comprehensive Coverage or Collision Coverage on any **covered vehicle** at any time, then all previously applied reductions will be eliminated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

If **you** have a **loss** at any time for which **we** make a payment under Comprehensive Coverage or Collision Coverage, then the most recent elected deductible will be restored for the subsequent policy period. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

Reductions and increases in the deductible under this provision shall apply to all **covered vehicles**.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for Loan/Lease Payoff Coverage for a **covered vehicle**, and the **covered vehicle** for which this coverage has been purchased sustains a **total loss**, **we** will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:

1. the actual cash value of the **covered vehicle** at the time of the **total loss** reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage; and
2. any greater amount the **owner** of the **covered vehicle** is legally obligated to pay under a written loan or lease agreement to which the **covered vehicle** is subject at the time of the **total loss**, reduced by:
 - a. unpaid finance charges or refunds due to the **owner** for such charges;
 - b. excess mileage charges or charges for wear and tear;
 - c. charges for extended warranties or refunds due to the **owner** for extended warranties;
 - d. charges for credit insurance or refunds due to the **owner** for credit insurance;
 - e. past due payments and charges for past due payments;
 - f. collection or repossession expenses; and
 - g. its salvage value if **you** retain the salvage.

However, **our** payment under this Loan/Lease Payoff Coverage shall not exceed twenty-five percent (25%) of the actual cash value of the **covered vehicle** at the time of the **total loss**.

INSURING AGREEMENT - FIRE DEPARTMENT SERVICE COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, **we** will pay up to an additional \$1,000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect a **covered vehicle** for which Comprehensive Coverage and Collision Coverage have been purchased.

INSURING AGREEMENT - EMERGENCY EXPENSE COVERAGE

If **you** pay the premium for Emergency Expense Coverage and a **loss** covered under Collision Coverage or Comprehensive Coverage occurs which:

1. renders the **covered vehicle** or **non-owned vehicle** inoperable;

2. requires the **covered vehicle** to be repaired; or
 3. is one in which the **covered vehicle** is stolen;
- and such **loss** occurs more than fifty (50) miles from **your** residence shown on the **Declarations Page** or **you** have the Full Timer's Package, then, subject to the applicable limits of liability for Emergency Expense Coverage, **we** will reimburse **your** reasonable expenses incurred for:
1. temporary living facilities;
 2. transportation back to **your** residence;
 3. the cost of returning the **covered vehicle** or **non-owned vehicle** to **your** residence, if **we** have not declared it a **total loss**; and
 4. rental charges if **you** rent a motor vehicle from a rental agency or vehicle repair shop while the **covered vehicle** is being repaired.

You must provide **us** written proof of **your** expenses.

We will only pay for the above reasonable expenses incurred by **you** beginning on the date of **loss**, and ending:

1. when the **covered vehicle** or **non-owned vehicle** has been repaired or replaced; or
2. in the case of theft, when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired, or replaced.

Duplicate recovery for the same elements of damages is not permitted.

INSURING AGREEMENT - MEXICO COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, the policy territory described in the General Provisions of this policy is extended for Comprehensive Coverage and Collision Coverage to include a **loss** to a **covered vehicle** that occurs in Mexico or while the **covered vehicle** is being transported between Mexican ports, subject to the additional following conditions and restrictions:

1. this Mexico Coverage does not apply if liability insurance from a licensed Mexican insurance company is not in force at the time of **loss**;
2. **we** will only pay for repairs performed in the United States; and
3. **we** will not pay for repairs performed in Mexico.

If the **covered vehicle** cannot be driven as a result of a **loss** that occurs in Mexico, **we** will pay the cost of necessary towing and labor to return the **covered vehicle** to the nearest point in the United States where repairs can be made.

MEXICO COVERAGE WARNING: MOTOR VEHICLE ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, MOTOR VEHICLE ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER. THE MEXICO COVERAGE PROVIDED UNDER THIS POLICY DOES NOT MEET

MEXICAN MOTOR VEHICLE INSURANCE REQUIREMENTS. YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR MEXICO COVERAGE UNDER THIS POLICY TO APPLY.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for a **total loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **Declarations Page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial **loss** covered under this Part IV directly to the repair facility with **your** consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance that **we** provide for a **vehicle**, other than a **covered vehicle**, or for a **trailer** will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by, to, or through the **owner** of a **non-owned vehicle** or **trailer**; and
2. any other applicable physical damage insurance.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part IV, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
2. labor on a **covered disabled vehicle** at the place of disablement.

If a **covered disabled vehicle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional mileage charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V, whether in the singular, plural, or possessive:

1. "**Covered disabled vehicle**" means a disabled vehicle that is:
 - a. a **covered vehicle** for which this coverage has been purchased;
 - b. any trailer or motor vehicle under one ton load capacity while being towed by a **covered vehicle** for which this coverage has been purchased; or
 - c. any motor vehicle under one ton load capacity that is customarily towed by a **covered vehicle** for which this coverage has been purchased, that becomes disabled while such **covered vehicle** is parked and being used as **your** residence.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;

- d. flat tire;
- e. lock-out; or
- f. entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART V.

This coverage does not apply to:

- 1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
- 2. installation of products or material not related to the disablement;
- 3. labor not related to the disablement;
- 4. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
- 5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
- 6. assistance with jacks, levelers, airbags, or awnings;
- 7. towing from a service station, garage, or repair shop;
- 8. labor or repair work performed at a service station, garage, or repair shop;
- 9. vehicle storage charges;
- 10. a second service call or tow for a single disablement;
- 11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
- 12. mounting or removing of snow tires or chains;
- 13. tire repair;
- 14. repeated service calls for a **covered disabled vehicle** in need of routine maintenance or repair; or
- 15. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled vehicle**.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the **business** of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will only reimburse reasonable charges, as determined by **us**, for:

- 1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
 - 2. labor on a **covered disabled vehicle** at the place of disablement;
- which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT - REPLACEMENT COST PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Replacement Cost Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** and **non-owned personal effects** which occurs while those items are located:

1. inside the **covered vehicle**; or
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

INSURING AGREEMENT - SCHEDULED PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Scheduled Personal Effects Coverage, **we** will pay for a **covered loss** to **scheduled personal effects** which occurs while those items are:

1. inside the **covered vehicle**;
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**;
3. inside a **secured storage location**; or
4. in any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, co-operative, recreational, or other insurance applies to cover items of **scheduled personal effects**.

INSURING AGREEMENT - FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Full Timer's Secured Storage Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** inside a **secured storage location**.

ADDITIONAL DEFINITIONS

When used in this Part VI, whether in the singular, plural, or possessive:

1. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of this Part VI.
2. "**Non-owned personal effects**" means any personal property not owned by **you** or a **relative**, which is lawfully in the possession of **you** or a **relative**, other than:
 - a. self-propelled vehicles or watercraft;
 - b. deeds, documents, records, bills, money, coin collections, stamp collections, negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;

- d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured person's permanent or primary residence other than the **covered vehicle**;
 - f. any property of **your** employees; and
 - g. animals (including birds and fish).
3. "**Personal effects**" means any personal property owned by **you** or a **relative** other than:
- a. watercraft, golf carts or other self-propelled vehicles, except electric wheel-chairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured's permanent or primary residence other than the **covered vehicle**; and
 - f. animals (including birds and fish).
4. "**Scheduled personal effects**" means any **personal effects** which have been listed with a declared value on the personal effects schedule contained in **our** records.
5. "**Secured storage location**" means a segregated portion of a building used in a commercial storage **business** where access to **your personal effects** is restricted to **you** or **your** designated representative by a locked:
- a. door;
 - b. cage; or
 - c. wall.

COVERED LOSS

A **covered loss** under this Part VI must be caused by one or more of the following perils:

- 1. fire or lightning;
- 2. explosion, smoke, or charring;
- 3. windstorm, hail, earthquake, earth movement, volcanic explosion, lava flow, landslide, flood, rain, snow, sand, sleet or dust. However, this does not include **loss** to items in the **covered vehicle** or **secured storage location** caused by rain, snow, sand, sleet or dust unless the **covered vehicle** or **secured storage location** is first damaged by a direct, accidental force, creating an opening through which the rain, snow, sand, sleet or dust enters;
- 4. riot or civil commotion;
- 5. vandalism, but not when caused by, or at the direction of, **you** or a **relative**;
- 6. aircraft or missiles;
- 7. objects falling on:
 - a. the **covered vehicle**;

- b. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects**, if not in the **covered vehicle**, but located on the parcel of real property that is:
 - (i) owned by **you** or reserved for **your** exclusive use; and
 - (ii) occupied by the **covered vehicle**; or
 - c. the **secured storage location**;
 - 8. sudden impact caused by an animal;
 - 9. any **loss** to unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** if caused by a **loss** to a **covered vehicle** for which Comprehensive Coverage or Collision Coverage is provided under Part IV - Damage To A Vehicle. This peril does not apply to Full Timer's Secured Storage Personal Effects Coverage; or
 - 10. theft of:
 - a. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** from:
 - (i) inside:
 - (a) the **covered vehicle**;
 - (b) a trailer used with the **covered vehicle** while located on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**; or
 - (c) an enclosed structure owned by **you**, or reserved for **your** exclusive use, that is located on the parcel of real property occupied by the **covered vehicle**;
 - if the theft is supported by evidence of forcible entry; or
 - (ii) anywhere else on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**;
 - b. unscheduled **personal effects** or **scheduled personal effects** from a **secured storage location** if the theft is supported by evidence of forcible entry; and
 - c. **scheduled personal effects** from any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**.
- Loss** caused by theft must be reported to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **loss**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VI.

Coverage under this Part VI does not apply for **loss**:

- 1. caused by birds, vermin, rodents, insects or other animals. However, this exclusion does not apply when a bird or animal causes a **loss** by collision or sudden impact;
- 2. for diminution of value;
- 3. that is confined to scorching, marring, scratching or breakage that is not a result of a **covered loss**;

4. due to theft of any of the following items while not in a **covered vehicle**, trailer, or an enclosed structure owned by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
5. due to theft of any of the following items while not in a **covered vehicle**, trailer, or an enclosed structure owned by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. all cameras and equipment used with cameras;
 - b. any jewelry, art, heirlooms, antiques, furs (including any article containing fur which represents its principal value), fine china and crystal;
 - c. personal computers, monitors, printers, word processors and data media used for personal purposes;
 - d. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument; or
 - e. silverware, silver-plated ware, goldware, gold-plated ware and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter).

However, this exclusion does not apply if **you** have paid the premium for:

- a. Scheduled Personal Effects Coverage, and the items are **scheduled personal effects** which:
 - (i) are stolen from a **secured storage location** if the theft is supported by evidence of forcible entry; or
 - (ii) are stolen from any other location within the policy territory specified in the General Provisions of this policy and no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**; or
- b. Full Timer's Secured Storage Personal Effects Coverage, and such items are stolen from a **secured storage location** and the theft is supported by evidence of forcible entry;
6. caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;
7. sustained while the **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
8. arising out of or related to a **business**;
9. resulting in, arising out of or related to any of the following:
 - a. consequential damages;
 - b. the cost of recreating any records or documentation; or
 - c. **business** interruption;

10. that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice;
 - h. scorching, marring, scratching, or breakage of property. However, this exclusion does not apply to scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, lightning, or other **covered loss**; or
 - i. mechanical or electrical breakdown or failure.

This exclusion does not apply if the **loss** results from theft;
11. caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part VI;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
12. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part VI;
13. caused by the order of any governmental or civil authority to destroy, confiscate or seize any property otherwise covered under this Part VI because **you** or any **relative** engaged in illegal activities;
14. to any anti-sway, tow or torsion bars, tow hitches, tow dollies, or other towing devices, that are covered under Part IV - Damage To A Vehicle;
15. to **scheduled personal effects** while located in **your** permanent or primary residence, other than a **covered vehicle**, if any other insurance applies to the **loss**;
16. to personal property, other than **scheduled personal effects**, while located in **your** permanent or primary residence, other than a **covered vehicle**; or
17. caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or

- c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

1. Payments for **loss** covered under this Part VI:
 - a. are subject to a \$100 deductible that shall apply to each **loss**. However, no deductible shall apply under this Part VI if **you** have incurred a deductible under Part IV - Damage To A Vehicle in the same **loss**; and
 - b. shall be reduced by the property's salvage value if **you** or the **owner** retain the salvage.
2. The aggregate limit of liability for **loss** to unscheduled **personal effects** will be the lowest of:
 - a. the amount shown on the **Declarations Page** for:
 - (i) Replacement Cost Personal Effects Coverage; or
 - (ii) Full Timer's Secured Storage Personal Effects Coverage;whichever is applicable;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items;
 - d. if the **loss** occurs outside a **covered vehicle** to unscheduled **personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage;
 - e. \$500 per item; or
 - f. the applicable group limit set forth below.
3. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$1,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
 - c. trading cards, sports memorabilia, comic books, and other collectibles;
 - d. all cameras and equipment used with cameras;
 - e. jewelry, watches, gems, precious and semiprecious stones, art, heirlooms, antiques, and furs (including any article containing fur which represents its principal value); or
 - f. non-motorized recreational equipment, fire-arms, firearm related equipment, ammunition, and fishing, golf and skiing equipment.
4. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
 - a. electronic data processing system equipment, including, but not limited to, personal computers, monitors, printers, word processors, data media used for personal purposes and the recording or storage media used with that equipment;
 - b. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered ve-**

- hicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument;
- c. silverware, silver-plated ware, goldware, gold-plated ware, fine china, crystal, and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
- d. tools; or
- e. if Full Timer's Secured Storage Personal Effects Coverage applies, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the additional following groups:
 - (i) household furnishings, including furniture, lamps, paintings and rugs;
 - (ii) appliances and other equipment used at, and in the normal maintenance of, a residence; or
 - (iii) lawn and garden equipment.
- 5. Subject to the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage, for **loss** to **non-owned personal effects**, **we** will pay the lowest of:
 - a. the aggregate of \$500 per **loss** to **non-owned personal effects**;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items; or
 - d. if the **loss** occurs outside a **covered vehicle** to **non-owned personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage.
- 6. Subject to the limit of liability shown on the **Declarations Page** for Scheduled Personal Effects Coverage, for **loss** to **scheduled personal effects**, **we** will pay the lowest of:
 - a. the cost of repairing the item or items;
 - b. the cost of replacing the item or items; or
 - c. the declared value for the item or items of **scheduled personal effects**.
The declared value of all **scheduled personal effects** must be supported by an appraisal for each item. **Loss** to an item of **scheduled personal effects** that does not have an appraisal will be treated as a **loss** to unscheduled **personal effects**.
- 7. Subject to all other applicable Limits of Liability, **our** limit of liability for **loss** to part of a pair or set, series of objects, pieces or panels is the lowest of:
 - a. the cost to repair or replace the part that restores the set to its appearance and function before the **loss**;
 - b. the difference between the actual cash value of the set before the **loss** and after the **loss**; or
 - c. the cost of a substitute portion that reasonably matches the rest of the set.
We have no obligation to replace the entire set if a portion is lost or damaged.
- 8. Payments for **loss** under Replacement Cost Personal Effects Coverage and Scheduled Personal Effects Coverage will be excess over any **loss** paid or payable under Full Timer's Shed Contents Coverage in Part VII - Full Timer's Package.
- 9. No one will be entitled to duplicate payment for the same elements of **loss**.

OTHER INSURANCE

If there is other similar insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance **we** provide under this Part VI will be excess over any other collectible source of recovery including, but not limited to, any coverage provided by homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property. **We** may make payment for a partial **loss** covered under this Part VI directly to the repair facility with **your** consent.

NO BENEFIT TO BAILEE

Coverage under this Part VI will not directly or indirectly benefit any carrier or other bailee for hire.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part VI, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART VII - FULL TIMER'S PACKAGE

INSURING AGREEMENT - FULL TIMER'S PACKAGE

If **you** pay the premium for the Full Timer's Package, subject to the Limits of Liability for each coverage, **we** will provide Full Timer's Personal Liability Coverage, Full Timer's Medical Payments Coverage, Full Timer's Loss Assessment Coverage, and Full Timer's Shed Contents Coverage.

INSURING AGREEMENT - FULL TIMER'S PERSONAL LIABILITY COVERAGE

Subject to the Limits of Liability for Full Timer's Personal Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part VII. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs on an **insured location** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

INSURING AGREEMENT - FULL TIMER'S MEDICAL PAYMENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses for medical and funeral services incurred within three (3) years from the date of an **accident** or **occurrence** by any person, other than **you** or a **relative**, who sustains **bodily injury**:

1. while on an **insured location** with **your** express or implied permission; or
2. while off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location**;
 - b. is caused by the activities of **you** or a **relative**; or
 - c. is caused by any animal owned by or in the care of **you** or a **relative**.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**.

Any payment made under Full Timer's Medical Payments Coverage is not an admission of liability.

INSURING AGREEMENT - FULL TIMER'S LOSS ASSESSMENT COVERAGE

Subject to the Limits of Liability for Full Timer's Loss Assessment Coverage, **we** will pay up to \$5,000 for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of property owners, when the assessment is made as a result of:

1. direct **loss** to property owned by all members collectively, from a cause of **loss** not excluded under Part IV - Damage To A Vehicle; or
2. liability for an act of a director, officer or trustee while acting as a director, officer or trustee, provided:
 - a. the director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - b. the director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of the **insured location**.

We do not cover loss assessments charged against **you**, or a corporation or association of property owners, by any governmental body.

INSURING AGREEMENT - FULL TIMER'S SHED CONTENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Shed Contents Coverage, **we** will pay up to \$5,000 for a **covered loss** to **personal effects** while inside a **shed**, regardless of the location of the **covered vehicle**. However, no coverage will be provided under Full Timer's Shed Contents Coverage for:

1. **personal effects** covered under Scheduled Personal Effects Coverage; or
2. any **loss** excluded under Part VI - Personal Effects Coverage.

ADDITIONAL DEFINITIONS

When used in this Part VII, whether in the singular, plural, or possessive:

1. "**Aircraft**" means any contrivance or device used for flight, parachuting, gliding or soaring. However, "**aircraft**" does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of Part VI - Personal Effects Coverage.

3. **“Dead storage”** means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
4. **“Insured location”** means:
 - a. the place where a **covered vehicle** is parked off public roads and being used as **your** primary residence;
 - b. the portion of vacant land **owned** by or rented to **you**, other than farm land, upon which a **covered vehicle** is regularly parked; or
 - c. any part of the premises that is not:
 - (i) **owned by you**; nor
 - (ii) rented to **you** for **business** purposes;but only if and while **you** are residing in a **covered vehicle** on such premises.
5. **“Insured person”** means:
 - a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle on an **insured location** with **your** express or implied permission.
6. **“Motor vehicle”** means:
 - a. a **covered vehicle**, except while it is parked off public roads and is being used as **your** residence;
 - b. any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - c. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
 - d. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned by an insured person** and designed or used for recreational or utility purposes off public roads; and
 - e. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, **“motor vehicle”** does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** on an **insured location**;
 - (ii) used to service an **insured location**; or
 - (iii) designed for assisting the physically impaired;
- b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned by an insured person**; or
 - (ii) **owned by an insured person** and on an **insured location**; or
- c. a boat trailer, car tow dolly, or utility trailer **owned by you** or a **relative**, while not being towed by or carried on a **motor vehicle**.

7. **“Occurrence”** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
8. **“Personal effects”** means any personal property owned by **you** or a **relative** other than:
- a. watercraft, golf carts or other self-propelled vehicles, except electric wheel-chairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured’s permanent or primary residence other than a **covered vehicle**; and
 - f. animals (including birds and fish).
9. **“Property damage”** means physical damage to, or destruction or loss of use of, tangible property.
10. **“Shed”** means a non-commercial building specifically designed for storage which:
- a. is owned, rented, or leased by **you**;
 - b. contains **personal effects**; and
 - c. is restricted to **you** or **your** designated representative by a locked door.
- “Shed”** does not include a building used in a commercial storage **business**.
11. **“Usual and customary charge”** means an amount which **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VII.

Coverage under this Part VII does not apply to:

1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
- a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.
- However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;

2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**;that is not an **insured location**;
4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;

17. **bodily injury or property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury or property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury or property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury or property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury or property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury or property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
23. **bodily injury to an insured person**;
24. any fines or penalties; or
25. **bodily injury or property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
 - b. wet or dry rot;
 - c. rust; or
 - d. dampness of atmosphere, extremes of temperature, or deterioration.However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part VII.

None of these exclusions shall apply to **loss** under Full Timer's Shed Contents Coverage.

LIMITS OF LIABILITY

With respect to Full Timer's Personal Liability Coverage, the following provisions apply:

1. The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:
 - a. claims made;

- b. **covered vehicles;**
 - c. **insured persons;**
 - d. lawsuits brought;
 - e. vehicles involved in the **accident** or **occurrence**; or
 - f. premiums paid.
2. If the **Declarations Page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident** or **occurrence**.
 3. If **your Declarations Page** shows a split limit:
 - a. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person;
 - b. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident** or **occurrence**; and
 - c. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident** or **occurrence**.
 4. The “each person” limit of liability includes the total of all claims made for **bodily injury** against an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

With respect to Full Timer’s Medical Payments Coverage, the following provisions apply:

1. Subject to **our** aggregate limit of \$50,000 for all persons injured in any one **accident** or **occurrence**, **we** will pay up to \$5,000 to each person injured in any one **accident** or **occurrence**. This is the most **we** will pay regardless of the number of:
 - a. claims made;
 - b. **covered vehicles;**
 - c. **insured persons;**
 - d. lawsuits brought;
 - e. vehicles involved in the **accident** or **occurrence**; or
 - f. premiums paid.
2. Any amount payable shall be reduced by any amount paid under Part II - Personal Injury Protection Coverage.

With respect to Full Timer’s Loss Assessment Coverage, regardless of the number of assessments, the limit of \$5,000 is the most **we** will pay as a result of:

1. one **accident**, including continuous or repeated exposure to substantially the same general harmful conditions;
2. any one **loss**; or
3. a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

With respect to Full Timer's Shed Contents Coverage, the Limits of Liability under Part VI - Personal Effects Coverage shall apply, not to exceed \$5,000.

No one will be entitled to duplicate payments for the same elements of damages.

No coverage is provided under this Part VII for **bodily injury** or **property damage** covered under Part I - Liability To Others or Part II - Personal Injury Protection Coverage.

OTHER INSURANCE

Any coverage **we** provide under this Part VII is excess over any other applicable or collectible insurance or bond. If there is any other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under Full Timer's Personal Liability Coverage in this Part VII, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Full Timer's Personal Liability Coverage. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART VIII - VACATION LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Vacation Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part VIII. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

- 1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
- 2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** Limit of Liability. This does not

- apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
 4. up to \$250 for a bail bond required because of an **accident** or **occurrence** arising out of the ownership, maintenance, or use of a **covered vehicle** while being used as, and at, a **temporary residence**. **We** have no duty to apply for or furnish this bond;
 5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence** if no other coverage under this policy applies; and
 6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

ADDITIONAL DEFINITIONS

When used in this Part VIII, whether in the singular, plural, or possessive:

1. “**Aircraft**” means any contrivance or device used for flight, parachuting, gliding or soaring. However, “**aircraft**” does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. “**Dead storage**” means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
3. “**Insured person**” means:
 - a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft that are owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle at a **temporary residence** with **your** express or implied permission.
4. “**Motor vehicle**” means:
 - a. a **covered vehicle**, except while it is parked off public roads and is being used as **your temporary residence**;
 - b. any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - c. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
 - d. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other

- land vehicle or other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
- e. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, “**motor vehicle**” does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** at a **temporary residence**;
 - (ii) used to service a **temporary residence**; or
 - (iii) designed for assisting the physically impaired;
 - b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and at a **temporary residence**; or
 - c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
5. “**Occurrence**” means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
6. “**Property damage**” means physical damage to, or destruction or loss of use of, tangible property.
7. “**Temporary residence**” means a residence or premises that is away from, and not used as, **your** permanent or primary residence. A “**temporary residence**” includes a parcel of real property that is:
- a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VIII.

Coverage under Part VIII does not apply to:

1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.

However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;

2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**;that is not a **temporary residence**;
4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**;
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;

16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
23. **bodily injury** to an **insured person**;
24. any fines or penalties; or
25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbe;
 - b. wet or dry rot;
 - c. rust; or
 - d. dampness of atmosphere, extremes of temperature, or deterioration.However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part VIII.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;

4. lawsuits brought;
5. vehicles involved in the **accident** or **occurrence**; or
6. premiums paid.

The amount shown on the **Declarations Page** is the most **we** will pay under this Part VIII for the total of all damages resulting from any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

No coverage is provided under this Part VIII for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

Any insurance **we** provide under this Part VIII is excess over any other applicable or collectible insurance or bond. If there is any other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part VIII, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part VIII. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART IX - SCHEDULED MEDICAL BENEFITS - VACATION RESIDENCE COVERAGE

INSURING AGREEMENT

Subject to the Schedule of Benefits, if **you** pay the premium for Scheduled Medical Benefits - Vacation Residence Coverage, **we** will pay for a **qualified bodily injury**:

1. sustained by **you**; and
 2. caused by an **accident** while using a **covered vehicle** as a residence;
- if **you** seek treatment for the **qualified bodily injury** within one hundred and eighty (180) days of the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part IX, whether in the singular, plural, or possessive:

1. **"Loss of ability to work"** means that **you** have been unable to work for twelve (12) consecutive months after the date **you** sustained a **qualified bodily injury**,

in a profession, business or occupation for which **you** are qualified and capable of performing by virtue of **your** education, vocational training, and experience. **Loss of ability to work** coverage applies only to **you**.

- 2. **“Loss of eye”** means the irreversible loss of the entire sight of **your** eye.
- 3. **“Loss of foot”** means complete severance through or above **your** ankle joint.
- 4. **“Loss of hand”** means complete severance through or above **your** wrist.
- 5. **“Qualified bodily injury”** means physical injury, including death that results from physical injury, which is caused by an **accident** and which is of a type listed on the Schedule of Benefits below.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IX.

Coverage under this Part IX does not apply to a **qualified bodily injury**:

- 1. which is self-inflicted;
- 2. which results from **your** illegal activity;
- 3. due to war, or hostile or war-like action in time of peace or war, whether declared or undeclared;
- 4. due to nuclear action which means a nuclear reaction, radiation or radioactive contamination;
- 5. arising while a **covered vehicle** is being operated on public roads; or
- 6. arising out of the use of a **covered vehicle** in connection with **your business**.

SCHEDULE OF BENEFITS

Qualified Bodily Injury	Limits of Liability		
	<u>Named Insured</u>	<u>Named Insured & Spouse</u>	<u>Spouse</u>
Loss of life	\$35,000		\$10,000
Loss of both hands or both feet		\$10,000	
Loss of one hand and one foot		\$10,000	
Loss of both eyes		\$10,000	
Loss of one eye and one hand or one foot		\$10,000	
Loss of one hand or one foot		\$5,000	
Loss of one eye		\$5,000	
Loss of ability to work		\$10,000	

This coverage is limited as follows:

- 1. The most **we** will pay for Loss of Life of both the named insured and the named insured’s spouse is \$45,000.
- 2. If more than one **qualified bodily injury** is sustained by the named insured or by the spouse of the named insured in one **accident**, the most **we** will pay for that person’s **qualified bodily injuries**, other than Loss of Life, is \$10,000.
- 3. If Loss of Life benefits are claimed with respect to an individual, no claim can be made under Scheduled Medical Benefits - Vacation Residence Coverage for

another **qualified bodily injury** to that individual if the Loss of Life and the other **qualified bodily injury** were caused by the same **accident**.

The Limits of Liability shown above are the most **we** will pay for any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the **accident**; or
6. premiums paid.

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations Page** and which occur within any state, territory, or possession of the United States of America, or any province or territory of Canada, or while a **covered vehicle, non-owned vehicle**, or trailer is being transported between their ports. If the Mexico Coverage provision extends Comprehensive Coverage or Collision Coverage to a **loss**, the territory shall extend to Mexico and transportation between its ports, but only to the extent described under Part IV - Damage To A Vehicle.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), the **Declarations Page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived, except by an endorsement issued by **us**.

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any resident operators are added or deleted; or
3. **you** acquire an additional or replacement **vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number, type, or use classification of **covered vehicles**;
2. operators using **covered vehicles**;
3. an operator's marital status;

4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy may not be transferred to another person without **our** written consent. If a named insured dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy if **you** or an insured person:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. **We** may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an **accident** or **loss**. However, if **we** make a payment, the insured person must reimburse **us**. If **we** void this policy, this shall not affect coverage under Part I - Liability To Others of this policy for an **accident** that occurs before **we** notify the named insured that the policy is void. No payment will be made to any person who concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

We may deny coverage for an **accident** or **loss** if **you** or an insured person have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be

deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

A charge may be added to **your** account if:

1. **you** tender a check, draft, or any remittance other than cash to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the check, draft, or remittance is returned to **us** or refused because of insufficient funds, a closed account, or a stop payment order; or
2. **your** premium payment is received after the due date but prior to the effective date of cancellation of this policy for nonpayment of premium.

CANCELLATION

You may cancel this policy by calling, writing, or sending an electronic communication to **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason within the first fifty-nine (59) days of the initial policy period.

After this policy is in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud, or misrepresentation by **you** of any material fact, in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. loss of driving privileges during the policy period, or, if this is a renewal policy, during the policy period or the one hundred and eighty (180) days immediately preceding the effective date of renewal, through suspension or revocation of **your** operator's license or motor vehicle registration, or the license or registration of any other operator who either resides in the same household as **you** or who customarily operates a **covered vehicle**. However, **we** will not cancel **your** policy solely due to an administrative revocation or suspension of an operator's license pursuant to Arkansas Code § 5-65-104;
4. **you** or any driver of a **covered vehicle** have been convicted of:
 - a. driving while intoxicated;
 - b. homicide or assault arising out of the use of a motor vehicle; or
 - c. three separate convictions of speeding or reckless driving, or any combination of the two, during the policy period or the three (3) months prior to the effective date of the policy; or

5. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

A minimum earned premium of \$50 shall apply if this policy is canceled at **your** request or canceled due to nonpayment of premium. This amount will not be refunded to **you**.

If **we** cancel this policy for a reason other than nonpayment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, or if cancellation is for nonpayment of premium, any refund due will be computed on a ninety percent (90%) of a daily pro-rata basis, and subject to the minimum earned premium. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**.

COVERAGE CHANGES

If **we** make a change which broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your**

state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by an endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative** or any other insured person following an **accident**, for an alleged breach of **our** obligations under this policy, must be commenced within the time period set forth as the bodily injury statute of limitations in the laws of the state listed in **our** records as **your** principal address.

We may not be sued for payment under Part I - Liability To Others, Part VII - Full Timer's Package or Part VIII - Vacation Liability Coverage until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her **loss**. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part IV - Damage To A Vehicle.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and the amount remaining after the insured person has been fully compensated for his or her **loss** will be reimbursed to **us** to the extent of **our** payment. However, this shall not apply to payment by **us** under any Accidental Death Benefits Coverage provided under Part II - Personal Injury Protection Coverage of this policy.

If recovery is made by an insured person under this policy from a responsible person, entity, or organization without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

Our right of recovery does not apply to underinsured motorist benefits if:

1. the **insured person** sends **us** written notice, in accordance with the requirements of Part III - Uninsured/Underinsured Motorist Coverage, of any tentative settlement agreement reached with the **owner** or operator of an **underinsured motor vehicle**, or such person's liability insurer; and
2. **we** fail to pay the sum offered in settlement to the **insured person** by the **owner** or operator of the **underinsured motor vehicle**, or that person's liability insurer, within thirty (30) days of **our** receipt of such notice.

Our right of recovery does not apply to underinsured motorist benefits to the extent of any payment **we** have made to the **insured person** under a policy of liability insurance issued by **us** to the **owner** or operator of an **underinsured motor vehicle**.

If **we** elect to exercise **our** rights of recovery against a responsible person, entity, or organization, **you** authorize **us**, at **our** option, to recover any deductible incurred by **you** for property damage covered by this policy. **We** have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by **you** and the amount **we** have paid for property damage. If **you** or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by **us**, then:

1. a separate or independent legal action may be filed by **you** or that insured person; or
2. the claims may be joined with **our** action if that person notifies **us** and secures separate counsel to protect those other interests.

We reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. **You** are entitled to reimbursement of **your** proportionate share of any recovery. However, **your** recovery is subject to a reduction for **your** proportionate share of any expenses and fees of an outside attorney incurred in connection with these collection efforts.

OUR RIGHTS TO INSPECT

We, and any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports or recommendations on **our** behalf, have the right to:

1. make inspections and surveys after providing **you** with reasonable notice;
2. provide **you** reports related to any conditions that **we** identify with respect to a **covered vehicle** or any property; and
3. recommend changes with respect to any identified conditions.

This does not mean that **we** or any entity acting on **our** behalf:

1. make safety inspections;
2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
3. warrant or represent that conditions are safe or healthful; or

4. warrant or represent that conditions comply with laws, regulations, codes or standards.

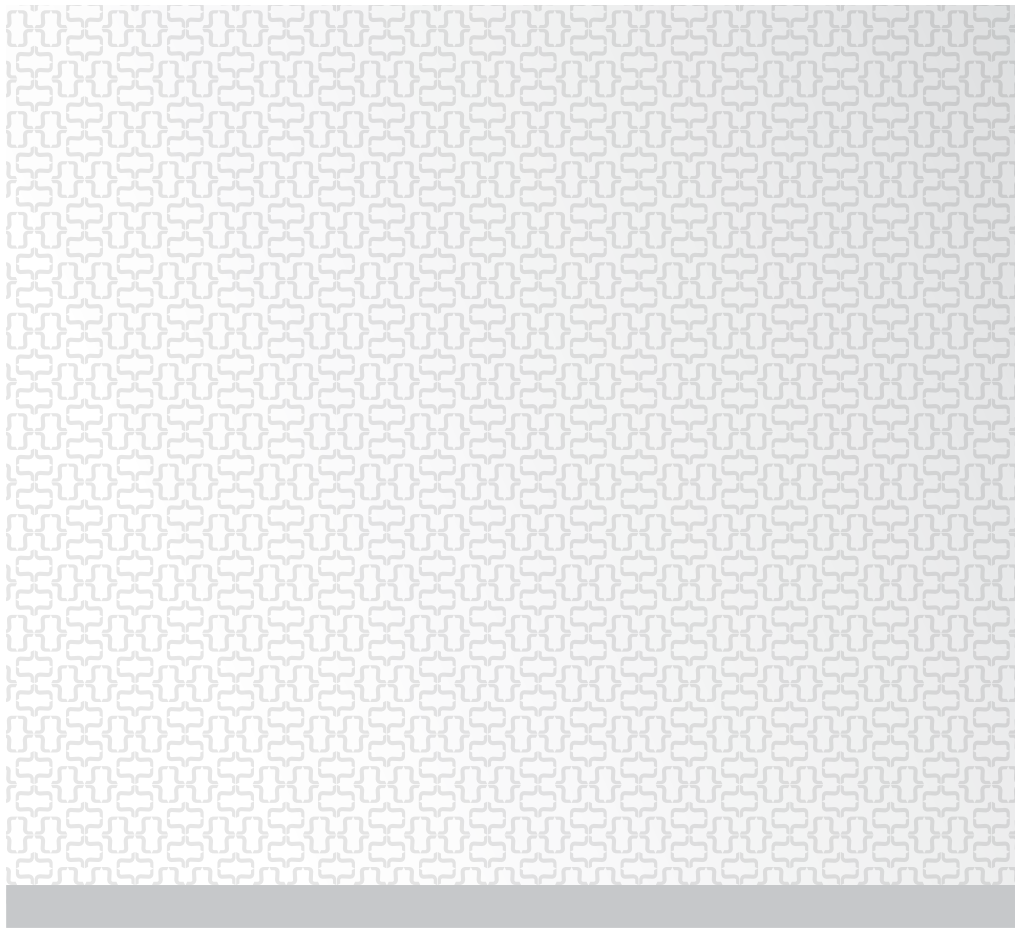
JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an insured person under any of the liability coverages in this policy is returned unsatisfied because of the insolvency or bankruptcy of the insured person, the person claiming payment for damages under the applicable liability coverage may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability for that coverage.

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9635 AR 1207



3649 AR 1207



ARKANSAS

TRAVEL TRAILER POLICY



Form No. 3649 AR (12/07)

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ARKANSAS TRAVEL TRAILER POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Notify Us As Soon As Practicable

If a person or vehicle covered by this policy is involved in an **accident, loss** or occurrence for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by calling **us** at **1-800-274-4499**.

For coverage to apply under this policy, you or an insured person must promptly report each accident, loss or occurrence even if an insured person is not at fault.

You or an insured person should provide **us** with the following **accident, loss** or occurrence information as soon as it is available:

- time;
- place;
- circumstances of the **accident, loss** or occurrence (for example, how the **accident** happened and weather conditions);
- names and addresses of all persons involved;
- names and addresses of any witnesses; and
- the license plate numbers and descriptions of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

- the owner or operator of a vehicle involved in the **accident** cannot be identified;
- an **accident** which must be reported under state law has occurred; or
- theft or vandalism has occurred.

For coverage to apply under this policy, a person claiming coverage must:

- cooperate with **us** in any matter concerning a claim or lawsuit;
- provide any written proof of loss **we** may reasonably require;
- allow **us** to take signed or recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- promptly send **us** any and all legal papers relating to any claim or lawsuit;
- attend hearings and trials as **we** require;
- take reasonable steps at and after the time of **loss** to protect the **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, from further **loss**. **We** will pay reasonable expenses incurred in providing this protection. If **you** fail to do so, any further damages will not be covered under this policy;

- prepare an inventory of all damaged or stolen personal property, setting forth, in detail, the quantity, description, age, replacement cost, actual cash value, and amount of the damage or **loss**. All bills, receipts and related documents that support the values described in the inventory must be included if reasonably available;
- allow **us** to have the damaged **covered vehicle**, **non-owned vehicle**, or any other property that may be covered under this policy, inspected and appraised before its repair or disposal;
- submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- authorize **us** to obtain medical and other records.

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface, whether in the singular, plural, or possessive, will have the following meaning:

1. **"Accident"** means a sudden, unexpected, and unintended occurrence.
2. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease. **"Bodily injury"** does not include any sickness or disease which is transmitted by an insured person through personal or sexual contact.
3. **"Business"** includes a trade, profession, or occupation.
4. **"Covered vehicle"** means:
 - a. any **vehicle** shown on the **Declarations Page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
 - b. any additional **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) **we** insure all **vehicles owned by you**; and
 - (iii) no other insurance policy provides coverage for that **vehicle**.

If **we** provide coverage for a **vehicle you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, that **we** provide for any **vehicle** shown on the **Declarations Page**.

We will provide that coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**. If the broadest coverage is Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the additional **vehicle** instead of these coverages. If **you** add any other coverage to this policy or increase **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits; and

- c. any replacement **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**; and

(iii) no other insurance policy provides coverage for that **vehicle**.

If the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**, it will have the same coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, as the **vehicle** it replaces. If the replaced **vehicle** had Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the replacement **vehicle** instead of these coverages. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part I - Damage To A Vehicle. If the replaced **vehicle** did not have coverage under Part I - Damage To A Vehicle, or **you** want to insure the replacement **vehicle** with Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **you** may ask **us** to add such coverage for the replacement **vehicle**. However, if **you** add any of these coverages, coverage will not become effective until after **you** ask **us** to add it. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.

5. **"Declarations Page"** means the document from **us** listing:
 - a. the types of coverage **you** have elected;
 - b. the limit for each coverage;
 - c. the cost for each coverage;
 - d. the specified **vehicles** covered by this policy; and
 - e. other information applicable to this policy.
6. **"Loss"** means sudden, direct, and accidental loss or damage.
7. **"Non-owned vehicle"** means any **vehicle** that is not **owned** by:
 - a. **you**;
 - b. a **relative**;
 - c. any other resident of **your** household; or
 - d. the named insured's non-resident spouse;and is in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**.
8. **"Occupying"** means in, on, entering, or exiting.
9. **"Owned"** means the person:
 - a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
10. **"Owner"** means any person who, with respect to property:
 - a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
11. **"Pollutant"** means all pollutants and contaminants, including, but not limited to, any:
 - a. solid, liquid, gaseous, bacterial, organic or thermal irritant or contaminant;

- b. smoke, vapor, soot, or fumes;
 - c. acids, alkalis, chemicals, or metals, including, but not limited to, lead or any material containing lead;
 - d. poisons;
 - e. sewage or waste, including materials to be recycled, reconditioned or reclaimed;
 - f. substances, including, but not limited to, asbestos or any material containing asbestos;
 - g. odors; or
 - h. compounds;
- even if now or previously recognized as having a safe or useful purpose. The term **"pollutant"** includes residential, recreational, work-site, and commercial pollution or contamination.
12. **"Property damage"** means physical damage to, or destruction or loss of use of, tangible property.
 13. **"Punitive or exemplary damages"** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
 14. **"Relative"** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents if they intend to continue to reside in **your** household.
 15. **"Vehicle"** means a non-motorized trailer which is designed to be towed on public roads by a land motor vehicle, and including its permanently attached equipment, that:
 - a. has built-in cooking and sleeping facilities; and
 - b. is designed for recreational and camping use.
 16. **"We", "Us", and "Our"** mean the company providing the insurance, as shown on the **Declarations Page**.
 17. **"You"** and **"Your"** mean:
 - a. a person or persons shown as a named insured on the **Declarations Page**; and
 - b. the spouse of a named insured if residing in the same household.

PART I - DAMAGE TO A VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay for **loss** to:

1. a **covered vehicle** for which Collision Coverage has been purchased; or
2. a **non-owned vehicle**;

when it overturns or is in a collision with another object, subject to the Limits of Liability.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If **you** pay the premium for Comprehensive Coverage, **we** will pay for a comprehensive **loss** to:

1. a **covered vehicle** for which Comprehensive Coverage has been purchased; or

2. a **non-owned vehicle**;
subject to the Limits of Liability.

A comprehensive **loss** is a **loss** to a **covered vehicle** or **non-owned vehicle**, other than a **loss** covered under Collision Coverage, including, but not limited to, **loss** caused by any of the following:

1. impact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, or flood.

If **we** can pay the **loss** under either Comprehensive Coverage or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

ADDITIONAL DEFINITIONS

When used in this Part I, whether in the singular, plural, or possessive:

1. "**Agreed value**" means the "agreed value" as shown on the **Declarations Page**.
2. "**Market value**" means the "market value" as shown on the **Declarations Page**.
3. "**Purchase price**" means the "purchase price" as shown on the **Declarations Page**.
4. "**Total loss**" means:
 - a. the theft of the **vehicle** if the **vehicle** is not recovered within thirty (30) days; or
 - b. any other **loss** to the **vehicle** that is payable under this Part I if the actual cash value of the **vehicle** at the time of the **loss**, when reduced by the salvage value after the **loss**, is less than the anticipated costs if the **vehicle** is repaired (including parts and labor).

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I does not apply for **loss**:

1. to a **covered vehicle** or **non-owned vehicle** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
2. to a **non-owned vehicle** if being maintained or used by a person while employed or engaged in any **business**;
3. to a **covered vehicle** or **non-owned vehicle** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
4. to a **covered vehicle** or **non-owned vehicle** due to a nuclear reaction or radiation;
5. to a **covered vehicle** or **non-owned vehicle** for which insurance is afforded under a nuclear energy liability insurance contract;

6. caused by the order of any governmental or civil authorities to destroy, confiscate or seize a **covered vehicle** or **non-owned vehicle** because **you** or any **relative** engaged in illegal activities;
7. to a **covered vehicle** or **non-owned vehicle** caused by an intentional act by **you**, a **relative**, or the **owner** of the **non-owned vehicle**, or at the direction of **you**, a **relative**, or the **owner** of the **non-owned vehicle**;
8. to a **covered vehicle** or **non-owned vehicle** that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice on a **vehicle**;
 - h. scorching, marring, scratching, or breakage of internal equipment or furnishings whether permanently attached or not. However, this exclusion does not apply to:
 - (i) scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning; or
 - (ii) breakage of glass which is permanently a part of or attached to the **covered vehicle**;
 - i. mechanical or electrical breakdown or failure; or
 - j. road damage to tires.

This exclusion does not apply if the damage results from the theft of a **covered vehicle** or **non-owned vehicle**;

9. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part I;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
10. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part I;
11. due to theft or conversion of a **covered vehicle** or **non-owned vehicle**:
 - a. by **you**, a **relative**, or any resident of **your** household; or
 - b. prior to its delivery to **you** or a **relative**;

12. to equipment, devices, accessories, or any other personal property not permanently installed in or attached to a **vehicle**. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, televisions, VCRs, DVD players, computers, or PDAs;
13. to a **covered vehicle** while it is leased or rented to others;
14. to a **covered vehicle** or **non-owned vehicle** for diminution of value;
15. other than an impact **loss** to a **covered vehicle** or **non-owned vehicle**, caused by birds, vermin, rodents, insects or other animals; or
16. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

1. The limit of liability for **loss** to a **covered vehicle** or **non-owned vehicle** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **Declarations Page**; or
 - d. the **market value**, reduced by its salvage value if **you** or the **owner** retain the salvage.
2. If **you** purchase Total Loss Replacement/Purchase Price Coverage, then subsection 1 above shall not apply for a **vehicle** that sustains a **total loss**, and the limit of liability for Total Loss Replacement/Purchase Price Coverage shall apply.
3. If **you** purchase Agreed Value Coverage, then subsection 1 above shall not apply and the limit of liability for Agreed Value Coverage shall apply.
4. Payments for **loss** covered under this Part I are subject to the following provisions:
 - a. no more than one deductible shall be applied to any one covered **loss**;
 - b. if coverage applies to a **non-owned vehicle**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or

Agreed Value Coverage, applicable to any **vehicle** shown on the **Declarations Page**. However, the highest deductible on any **covered vehicle** shall apply;

- c. an adjustment for physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the Limits of Liability. However, this shall not apply to a **total loss** if the **covered vehicle** is covered by Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage;
 - d. in determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment;
 - e. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs;
 - f. duplicate recovery for the same elements of damages is not permitted; and
 - g. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.
5. If more than one **vehicle** is shown on the **Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **vehicle**.
 6. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.
 7. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT/PURCHASE PRICE COVERAGE

If there is a **total loss** to a **covered vehicle** and **you** have purchased Total Loss Replacement/Purchase Price Coverage for that **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part I will not apply to that **total loss** and the following shall apply:

1. The limit of liability for a **covered vehicle** for which Total Loss Replacement/Purchase Price Coverage was purchased is as follows:
 - a. when the **covered vehicle** is, at the time of **loss**, the current model year, or the first through fourth preceding model year, the applicable limit of liability will be:

- (i) if **you** choose to replace the **covered vehicle**, the cost, as determined by **us**, of a new vehicle that:
 - (a) has not previously had a title issued or recorded to any person or entity, other than a dealer or manufacturer; and
 - (b) is, to the extent possible, the same make, class, size, and type, and which contains reasonably similar equipment to the **covered vehicle**; or
 - (ii) if **you** choose not to replace the **covered vehicle**, the **purchase price**; or
- b. when the **covered vehicle** is, at the time of **loss**, the fifth preceding model year or older, the applicable limit of liability will be the **purchase price**.
- All applicable limits of liability are subject to an adjustment for the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

INSURING AGREEMENT - AGREED VALUE COVERAGE

If **you** purchase Agreed Value Coverage under this Part I for a **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part I shall not apply and the following provision shall apply to a **loss** to that **covered vehicle**:

1. The limit of liability for a **loss** to a **covered vehicle** for which Agreed Value Coverage was purchased is as follows:
 - a. for a **total loss** to a **covered vehicle** which has an **agreed value** supported by the proper documentation, **our** limit of liability is the **agreed value**, reduced by its salvage value if **you** or the **owner** retain the salvage; and
 - b. for a **loss** other than a **total loss** to a **covered vehicle**, or for a **total loss** where the **agreed value** is not supported by proper documentation, **our** limit of liability is the lowest of:
 - (i) the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (ii) the amount necessary to replace the stolen or damaged property, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (iii) the amount necessary to repair the stolen or damaged property to its pre-loss condition, reduced by the applicable deductible as shown on the **Declarations Page**; or
 - (iv) the **agreed value**, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

“Proper documentation” is the documentation required by **us** to support the **agreed value** for a **covered vehicle**.

INSURING AGREEMENT - DISAPPEARING DEDUCTIBLES

If **you** pay the premium for Disappearing Deductibles, then the following is added to the Limits of Liability provision under this Part I of **your** policy:

If, during any policy period, **you** do not have a **loss** under Comprehensive Coverage or Collision Coverage for which **we** have paid any amount, then:

1. any deductible for Comprehensive Coverage and Collision Coverage shall be reduced for the following policy period by twenty-five percent (25%); and
2. no deductible for Comprehensive Coverage and Collision Coverage will apply for the fifth policy period and thereafter if **you** do not have any **losses** during the previous four (4) consecutive policy periods.

If **you** change the deductible amount for Comprehensive Coverage or Collision Coverage on any **covered vehicle** at any time, then all previously applied reductions will be eliminated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

If **you** have a **loss** at any time for which **we** make a payment under Comprehensive Coverage or Collision Coverage, then the most recent elected deductible will be restored for the subsequent policy period. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

Reductions and increases in the deductible under this provision shall apply to all **covered vehicles**.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for Loan/Lease Payoff Coverage for a **covered vehicle**, and the **covered vehicle** for which this coverage has been purchased sustains a **total loss**, **we** will pay, in addition to any amounts otherwise payable under this Part I, the difference between:

1. the actual cash value of the **covered vehicle** at the time of the **total loss** reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage; and
2. any greater amount the **owner** of the **covered vehicle** is legally obligated to pay under a written loan or lease agreement to which the **covered vehicle** is subject at the time of the **total loss**, reduced by:
 - a. unpaid finance charges or refunds due to the **owner** for such charges;
 - b. excess mileage charges or charges for wear and tear;
 - c. charges for extended warranties or refunds due to the **owner** for extended warranties;
 - d. charges for credit insurance or refunds due to the **owner** for credit insurance;
 - e. past due payments and charges for past due payments;
 - f. collection or repossession expenses; and

- g. its salvage value if **you** retain the salvage.

However, **our** payment under this Loan/Lease Payoff Coverage shall not exceed twenty-five percent (25%) of the actual cash value of the **covered vehicle** at the time of the **total loss**.

INSURING AGREEMENT - FIRE DEPARTMENT SERVICE COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, **we** will pay up to an additional \$1,000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect a **covered vehicle** for which Comprehensive Coverage and Collision Coverage have been purchased.

INSURING AGREEMENT - EMERGENCY EXPENSE COVERAGE

If **you** pay the premium for Emergency Expense Coverage and a **loss** covered under Collision Coverage or Comprehensive Coverage occurs which:

1. renders the **covered vehicle** or **non-owned vehicle** inoperable;
2. requires the **covered vehicle** to be repaired; or
3. is one in which the **covered vehicle** is stolen;

and such **loss** occurs more than fifty (50) miles from **your** residence shown on the **Declarations Page** or **you** have the Full Timer's Package, then, subject to the applicable limits of liability for Emergency Expense Coverage, **we** will reimburse **your** reasonable expenses incurred for:

1. temporary living facilities;
2. transportation back to **your** residence; and
3. the cost of returning the **covered vehicle** or **non-owned vehicle** to **your** residence, if **we** have not declared it a **total loss**.

You must provide **us** written proof of **your** expenses.

We will only pay for the above reasonable expenses incurred by **you** beginning on the date of **loss**, and ending:

1. when the **covered vehicle** or **non-owned vehicle** has been repaired or replaced; or
2. in the case of theft, when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired, or replaced.

Duplicate recovery for the same elements of damages is not permitted.

INSURING AGREEMENT - MEXICO COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, the policy territory described in the General Provisions of this policy is extended for Comprehensive Coverage and Collision Coverage to include a **loss** to a **covered vehicle** that occurs

in Mexico or while the **covered vehicle** is being transported between Mexican ports, subject to the additional following conditions and restrictions:

1. this Mexico Coverage does not apply if liability insurance from a licensed Mexico insurance company is not in force at the time of **loss**;
2. **we** will only pay for repairs performed in the United States; and
3. **we** will not pay for repairs performed in Mexico.

If the **covered vehicle** cannot be driven as a result of a **loss** that occurs in Mexico, **we** will pay the cost of necessary towing and labor to return the **covered vehicle** to the nearest point in the United States where repairs can be made.

MEXICO COVERAGE WARNING: MOTOR VEHICLE ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, MOTOR VEHICLE ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER. THE MEXICO COVERAGE PROVIDED UNDER THIS POLICY DOES NOT MEET MEXICAN MOTOR VEHICLE INSURANCE REQUIREMENTS. YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR MEXICO COVERAGE UNDER THIS POLICY TO APPLY.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part I will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part I for a **total loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **Declarations Page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial **loss** covered under this Part I directly to the repair facility with **your** consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance that **we** provide for a **vehicle**, other than a **covered vehicle**, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by, to, or through the **owner** of a **non-owned vehicle**; and
2. any other applicable physical damage insurance.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part I, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART II - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
2. labor on a **covered disabled vehicle** at the place of disablement.

If a **covered disabled vehicle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional mileage charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part II, whether in the singular, plural, or possessive:

1. "**Covered disabled vehicle**" means a disabled vehicle that is:
 - a. a **covered vehicle** for which this coverage has been purchased;
 - b. a motor vehicle disabled while towing a **covered vehicle** for which this coverage has been purchased; or

- c. a motor vehicle that customarily tows a **covered vehicle** for which this coverage has been purchased, that becomes disabled while such **covered vehicle** is parked and being used as **your** residence.
2. **“Covered emergency”** means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART II.

This coverage does not apply to:

1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. installation of products or material not related to the disablement;
3. labor not related to the disablement;
4. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. assistance with jacks, levelers, airbags, or awnings;
7. towing from a service station, garage, or repair shop;
8. labor or repair work performed at a service station, garage, or repair shop;
9. vehicle storage charges;
10. a second service call or tow for a single disablement;
11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
12. mounting or removing of snow tires or chains;
13. tire repair;
14. repeated service calls for a **covered disabled vehicle** in need of routine maintenance or repair; or
15. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled vehicle**.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the **business** of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will only reimburse reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
 2. labor on a **covered disabled vehicle** at the place of disablement;
- which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part II for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART III - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT - REPLACEMENT COST PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Replacement Cost Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** and **non-owned personal effects** which occurs while those items are located:

1. inside the **covered vehicle**; or
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

INSURING AGREEMENT - SCHEDULED PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Scheduled Personal Effects Coverage, **we** will pay for a **covered loss** to **scheduled personal effects** which occurs while those items are:

1. inside the **covered vehicle**;
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**;
3. inside a **secured storage location**; or
4. in any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, co-operative, recreational, or other insurance applies to cover items of **scheduled personal effects**.

INSURING AGREEMENT - FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Full Timer's Secured Storage Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** inside a **secured storage location**.

ADDITIONAL DEFINITIONS

When used in this Part III, whether in the singular, plural, or possessive:

1. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of this Part III.

2. “**Non-owned personal effects**” means any personal property not owned by **you** or a **relative**, which is lawfully in the possession of **you** or a **relative**, other than:
 - a. self-propelled vehicles or watercraft;
 - b. deeds, documents, records, bills, money, coin collections, stamp collections, negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured person’s permanent or primary residence other than the **covered vehicle**;
 - f. any property of **your** employees; and
 - g. animals (including birds and fish).
3. “**Personal effects**” means any personal property owned by **you** or a **relative** other than:
 - a. watercraft, golf carts or other self-propelled vehicles, except electric wheel-chairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured’s permanent or primary residence other than the **covered vehicle**; and
 - f. animals (including birds and fish).
4. “**Scheduled personal effects**” means any **personal effects** which have been listed with a declared value on the personal effects schedule contained in **our** records.
5. “**Secured storage location**” means a segregated portion of a building used in a commercial storage **business** where access to **your personal effects** is restricted to **you** or **your** designated representative by a locked:
 - a. door;
 - b. cage; or
 - c. wall.

COVERED LOSS

A **covered loss** under this Part III must be caused by one or more of the following perils:

1. fire or lightning;
2. explosion, smoke, or charring;
3. windstorm, hail, earthquake, earth movement, volcanic explosion, lava flow, landslide, flood, rain, snow, sand, sleet or dust. However, this does not include **loss** to items in the **covered vehicle** or **secured storage location** caused by rain, snow, sand, sleet or dust unless the **covered vehicle** or **secured storage location** is first damaged by a direct, accidental force, creating an opening through which the rain, snow, sand, sleet or dust enters;

4. riot or civil commotion;
5. vandalism, but not when caused by, or at the direction of, **you** or a **relative**;
6. aircraft or missiles;
7. objects falling on:
 - a. the **covered vehicle**;
 - b. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects**, if not in the **covered vehicle**, but located on the parcel of real property that is:
 - (i) owned by **you** or reserved for **your** exclusive use; and
 - (ii) occupied by the **covered vehicle**; or
 - c. the **secured storage location**;
8. sudden impact caused by an animal;
9. any **loss** to unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** if caused by a **loss** to a **covered vehicle** for which Comprehensive Coverage or Collision Coverage is provided under Part I - Damage To A Vehicle. This peril does not apply to Full Timer's Secured Storage Personal Effects Coverage; or
10. theft of:
 - a. **unscheduled personal effects**, **scheduled personal effects** or **non-owned personal effects** from:
 - (i) inside:
 - (a) the **covered vehicle**; or
 - (b) an enclosed structure **owned** by **you**, or reserved for **your** exclusive use, that is located on the parcel of real property occupied by the **covered vehicle**;
if the theft is supported by evidence of forcible entry; or
 - (ii) anywhere else on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**;
 - b. unscheduled **personal effects** or **scheduled personal effects** from a **secured storage location** if the theft is supported by evidence of forcible entry; and
 - c. **scheduled personal effects** from any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**.

Loss caused by theft must be reported to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **loss**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART III.

Coverage under this Part III does not apply for **loss**:

1. caused by birds, vermin, rodents, insects or other animals. However, this exclusion does not apply when a bird or animal causes a **loss** by collision or sudden impact;
2. for diminution of value;

3. that is confined to scorching, marring, scratching or breakage that is not a result of a **covered loss**;
4. due to theft of any of the following items while not in a **covered vehicle** or an enclosed structure **owned by you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
5. due to theft of any of the following items while not in a **covered vehicle** or an enclosed structure **owned by you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. all cameras and equipment used with cameras;
 - b. any jewelry, art, heirlooms, antiques, furs (including any article containing fur which represents its principal value), fine china and crystal;
 - c. personal computers, monitors, printers, word processors and data media used for personal purposes;
 - d. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in the **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument; or
 - e. silverware, silver-plated ware, goldware, gold-plated ware and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter).

However, this exclusion does not apply if **you** have paid the premium for:

- a. Scheduled Personal Effects Coverage, and the items are **scheduled personal effects** which:
 - (i) are stolen from a **secured storage location** if the theft is supported by evidence of forcible entry; or
 - (ii) are stolen from any other location within the policy territory specified in the General Provisions of this policy and no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**; or
 - b. Full Timer's Secured Storage Personal Effects Coverage, and such items are stolen from a **secured storage location** and the theft is supported by evidence of forcible entry;
6. caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;
 7. sustained while the **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 8. arising out of or related to a **business**;
 9. resulting in, arising out of or related to any of the following:
 - a. consequential damages;
 - b. the cost of recreating any records or documentation; or
 - c. **business** interruption;
 10. that is due and confined to:
 - a. wear and tear;

- b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice;
 - h. scorching, marring, scratching, or breakage of property. However, this exclusion does not apply to scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, lightning, or other **covered loss**; or
 - i. mechanical or electrical breakdown or failure.
- This exclusion does not apply if the **loss** results from theft;
11. caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part III;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
 12. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part III;
 13. caused by the order of any governmental or civil authority to destroy, confiscate or seize any property otherwise covered under this Part III because **you** or any **relative** engaged in illegal activities;
 14. to any anti-sway, tow or torsion bars, tow hitches, tow dollies, or other towing devices, that are covered under Part I - Damage To A Vehicle;
 15. to **scheduled personal effects** while located in **your** permanent or primary residence, other than a **covered vehicle**, if any other insurance applies to the **loss**;
 16. to personal property, other than **scheduled personal effects**, while located in **your** permanent or primary residence, other than a **covered vehicle**; or
 17. caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

1. Payments for **loss** covered under this Part III:
 - a. are subject to a \$100 deductible that shall apply to each **loss**. However, no deductible shall apply under this Part III if **you** have incurred a deductible under Part I - Damage To A Vehicle in the same **loss**; and
 - b. shall be reduced by the property's salvage value if **you** or the **owner** retain the salvage.
2. The aggregate limit of liability for **loss** to unscheduled **personal effects** will be the lowest of:
 - a. the amount shown on the **Declarations Page** for:
 - (i) Replacement Cost Personal Effects Coverage; or
 - (ii) Full Timer's Secured Storage Personal Effects Coverage;whichever is applicable;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items;
 - d. if the **loss** occurs outside a **covered vehicle** to unscheduled **personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage;
 - e. \$500 per item; or
 - f. the applicable group limit set forth below.
3. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$1,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
 - c. trading cards, sports memorabilia, comic books, and other collectibles;
 - d. all cameras and equipment used with cameras;
 - e. jewelry, watches, gems, precious and semiprecious stones, art, heirlooms, antiques, and furs (including any article containing fur which represents its principal value); or
 - f. non-motorized recreational equipment, firearms, firearm related equipment, ammunition, and fishing, golf and skiing equipment.
4. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
 - a. electronic data processing system equipment, including, but not limited to, personal computers, monitors, printers, word processors, data media used for personal purposes and the recording or storage media used with that equipment;
 - b. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument;

- c. silverware, silver-plated ware, goldware, gold-plated ware, fine china, crystal, and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
 - d. tools; or
 - e. if Full Timer's Secured Storage Personal Effects Coverage applies, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the additional following groups:
 - (i) household furnishings, including furniture, lamps, paintings and rugs;
 - (ii) appliances and other equipment used at, and in the normal maintenance of, a residence; or
 - (iii) lawn and garden equipment.
5. Subject to the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage, for **loss** to **non-owned personal effects**, **we** will pay the lowest of:
- a. the aggregate of \$500 per **loss** to **non-owned personal effects**;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items;
 - d. if the **loss** occurs outside a **covered vehicle** to **non-owned personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage.
6. Subject to the limit of liability shown on the **Declarations Page** for Scheduled Personal Effects Coverage, for **loss** to **scheduled personal effects**, **we** will pay the lowest of:
- a. the cost of repairing the item or items;
 - b. the cost of replacing the item or items; or
 - c. the declared value for the item or items of **scheduled personal effects**.
- The declared value of all **scheduled personal effects** must be supported by an appraisal for each item. **Loss** to an item of **scheduled personal effects** that does not have an appraisal will be treated as a **loss** to unscheduled **personal effects**.
7. Subject to all other applicable Limits of Liability, **our** limit of liability for **loss** to part of a pair or set, series of objects, pieces or panels is the lowest of:
- a. the cost to repair or replace the part that restores the set to its appearance and function before the **loss**;
 - b. the difference between the actual cash value of the set before the **loss** and after the **loss**; or
 - c. the cost of a substitute portion that reasonably matches the rest of the set.
- We** have no obligation to replace the entire set if a portion is lost or damaged.
8. Payment for **loss** under Replacement Cost Personal Effects Coverage and Scheduled Personal Effects Coverage will be excess over any **loss** paid or payable under Full Timer's Shed Contents Coverage in Part IV - Full Timer's Package.
9. No one will be entitled to duplicate payment for the same elements of **loss**.

OTHER INSURANCE

If there is other similar insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability.

However, any insurance **we** provide under this Part III will be excess over any other collectible source of recovery including, but not limited to, any coverage provided by homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property. **We** may make payment for a partial **loss** covered under this Part III directly to the repair facility with **your** consent.

NO BENEFIT TO BAILEE

Coverage under this Part III will not directly or indirectly benefit any carrier or other bailee for hire.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part III, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART IV - FULL TIMER'S PACKAGE

INSURING AGREEMENT - FULL TIMER'S PACKAGE

If you pay the premium for the Full Timer's Package, subject to the Limits of Liability for each coverage, **we** will provide Full Timer's Personal Liability Coverage, Full Timer's Medical Payments Coverage, Full Timer's Loss Assessment Coverage, and Full Timer's Shed Contents Coverage.

INSURING AGREEMENT - FULL TIMER'S PERSONAL LIABILITY COVERAGE

Subject to the Limits of Liability for Full Timer's Personal Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part IV. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs on an **insured location** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

INSURING AGREEMENT - FULL TIMER'S MEDICAL PAYMENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses for medical and funeral services incurred within three (3) years from the date of an **accident** or **occurrence** by any person, other than **you** or a **relative**, who sustains **bodily injury**:

1. while on an **insured location** with **your** express or implied permission; or
2. while off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location**;
 - b. is caused by the activities of **you** or a **relative**; or
 - c. is caused by any animal owned by or in the care of **you** or a **relative**.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**.

Any payment made under Full Timer's Medical Payments Coverage is not an admission of liability.

INSURING AGREEMENT - FULL TIMER'S LOSS ASSESSMENT COVERAGE

Subject to the Limits of Liability for Full Timer's Loss Assessment Coverage, **we** will pay up to \$5,000 for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of property owners, when the assessment is made as a result of:

1. direct **loss** to property owned by all members collectively, from a cause of **loss** not excluded under Part I - Damage To A Vehicle; or
2. liability for an act of a director, officer or trustee while acting as a director, officer or trustee, provided:
 - a. the director, officer, or trustee is elected by the members of a corporation or association of property owners; and
 - b. the director, officer, or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of the **insured location**.

We do not cover loss assessments charged against **you**, or a corporation or association of property owners, by any government body.

INSURING AGREEMENT - FULL TIMER'S SHED CONTENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Shed Contents Coverage, **we** will pay up to \$5,000 for a **covered loss** to **personal effects** while inside a **shed**, regardless of the location of the **covered vehicle**. However, no coverage will be provided under Full Timer's Shed Contents Coverage for:

1. **personal effects** covered under Scheduled Personal Effects Coverage; or
2. any **loss** excluded under Part III - Personal Effects Coverage.

ADDITIONAL DEFINITIONS

When used in this Part IV, whether in the singular, plural, or possessive:

1. **"Aircraft"** means any contrivance or device used for flight, parachuting, gliding or soaring. However, **"aircraft"** does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. **"Covered loss"** means a **loss** caused by one or more of the perils listed under the Covered Loss provision of Part III - Personal Effects Coverage.
3. **"Dead storage"** means placing an item or object that is entirely inoperable, or

incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.

4. **"Insured location"** means:
 - a. the place where a **covered vehicle** is parked off public roads and being used as **your** primary residence;
 - b. the portion of vacant land **owned** by or rented to **you**, other than farm land, upon which a **covered vehicle** is regularly parked; or
 - c. any part of the premises that is not:
 - (i) **owned by you**; nor
 - (ii) rented to **you** for **business** purposes;but only if and while **you** are residing in a **covered vehicle** on such premises.
5. **"Insured person"** means:
 - a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle on an **insured location** with **your** express or implied permission.
6. **"Motor vehicle"** means:
 - a. any motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - b. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
 - c. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, **"motor vehicle"** does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** on an **insured location**;
 - (ii) used to service an **insured location**; or
 - (iii) designed for assisting the physically impaired;
 - b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and on an **insured location**; or
 - c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
7. **"Occurrence"** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.

8. **"Personal effects"** means any personal property owned by **you** or a **relative** other than:
- a. watercraft, golf carts or other self-propelled vehicles, except electric wheel-chairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured's permanent or primary residence other than a **covered vehicle**; and
 - f. animals (including birds and fish).
9. **"Shed"** means a non-commercial building specifically designed for storage which:
- a. is owned, rented, or leased by **you**;
 - b. contains **personal effects**; and
 - c. is restricted to **you** or **your** designated representative by a locked door.
- "Shed"** does not include a building used in a commercial storage **business**.
10. **"Usual and customary charge"** means an amount which **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART IV.

Coverage under this Part IV does not apply to:

- 1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
- 2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
- 3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or

- c. rented to others by an **insured person**;
that is not an **insured location**;
- 4. **bodily injury or property damage** due to a nuclear reaction or radiation;
- 5. **bodily injury or property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
- 6. **bodily injury or property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
- 7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
- 8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
- 9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
- 10. **bodily injury or property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;
 no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
- 11. any liability assumed by an **insured person** under any contract or agreement;
- 12. **bodily injury or property damage** while the **covered vehicle** is rented or leased to others;
- 13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
- 14. **bodily injury or property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
- 15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
- 16. **bodily injury or property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
- 17. **bodily injury or property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;

18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
23. **bodily injury** to an **insured person**;
24. any fines or penalties; or
25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
 - b. wet or dry rot;
 - c. rust; or
 - d. dampness of atmosphere, extremes of temperature, or deterioration.However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part IV.

None of these exclusions shall apply to **loss** under Full Timer's Shed Contents Coverage.

LIMITS OF LIABILITY

With respect to Full Timer's Personal Liability Coverage, the following provisions apply:

1. The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.
2. If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the

amount shown is the most **we** will pay for the total of all damages resulting from any one **accident** or **occurrence**.

3. If **your Declarations Page** shows a split limit:
 - a. the amount shown for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one person;
 - b. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident** or **occurrence**; and
 - c. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident** or **occurrence**.
4. The “each person” limit of liability includes the total of all claims made for **bodily injury** against an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

With respect to Full Timer’s Medical Payments Coverage, the following provision applies:

1. Subject to **our** aggregate limit of \$50,000 for all persons injured in any one **accident** or **occurrence**, **we** will pay up to \$5,000 to each person injured in any one **accident** or **occurrence**. This is the most **we** will pay regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.

With respect to Full Timer’s Loss Assessment Coverage, regardless of the number of assessments, the limit of \$5,000 is the most **we** will pay as a result of:

1. one **accident**, including continuous or repeated exposure to substantially the same general harmful conditions;
2. any one **loss**; or
3. a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

With respect to Full Timer’s Shed Contents Coverage, the Limits of Liability under Part III - Personal Effects Coverage shall apply, not to exceed \$5,000.

No one will be entitled to duplicate payments for the same elements of damages.

No coverage is provided under this Part IV for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

OTHER INSURANCE

Any coverage **we** provide under this Part IV is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under Full Timer's Personal Liability Coverage in this Part IV, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Full Timer's Personal Liability Coverage. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART V - VACATION LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Vacation Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part V. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** Limit of Liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence** arising out of the ownership, maintenance, or use of a **covered vehicle** while being used as, and at, a **temporary residence**. **We** have no duty to apply for or furnish this bond;

5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

ADDITIONAL DEFINITIONS

When used in this Part V, whether in the singular, plural, or possessive:

1. **"Aircraft"** means any contrivance or device used for flight, parachuting, gliding or soaring. However, **"aircraft"** does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. **"Dead storage"** means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
3. **"Insured person"** means:
 - a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft that are owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle at a **temporary residence** with **your** express or implied permission.
4. **"Motor vehicle"** means:
 - a. any motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - b. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
 - c. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned by an insured person** and designed or used for recreational or utility purposes off public roads; and
 - d. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, **"motor vehicle"** does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** at a **temporary residence**;
 - (ii) used to service a **temporary residence**; or
 - (iii) designed for assisting the physically impaired;

- b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and at a **temporary residence**; or
 - c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
5. “**Occurrence**” means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
6. “**Temporary residence**” means a residence or premises that is away from, and not used as, **your** permanent or primary residence. A “**temporary residence**” includes a parcel of real property that is:
- a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART V.

Coverage under Part V does not apply to:

- 1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
- 2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
- 3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**;that is not a **temporary residence**;
- 4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
- 5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
- 6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;

7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana

- and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
 22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
 23. **bodily injury** to an **insured person**;
 24. any fines or penalties; or
 25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbe;
 - b. wet or dry rot;
 - c. rust; or
 - d. dampness of atmosphere, extremes of temperature, or deterioration.
- However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part V.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in an **accident** or **occurrence**; or
6. premiums paid.

The amount shown on the **Declarations Page** is the most **we** will pay under this Part V for the total of all damages resulting from any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

No coverage is provided under this Part V for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

Any insurance **we** provide under this Part V is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only

our share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part V, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part V. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

**PART VI - SCHEDULED MEDICAL BENEFITS -
VACATION RESIDENCE COVERAGE**

INSURING AGREEMENT

Subject to the Schedule of Benefits, if **you** pay the premium for Scheduled Medical Benefits - Vacation Residence Coverage, **we** will pay for a **qualified bodily injury**:

- 1. sustained by **you**; and
 - 2. caused by an **accident** while using a **covered vehicle** as a residence;
- if **you** seek treatment for the **qualified bodily injury** within one hundred eighty (180) days of the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part VI, whether in the singular, plural, or possessive:

- 1. **“Loss of ability to work”** means that **you** have been unable to work for twelve (12) consecutive months after the date **you** sustained a **qualified bodily injury**, in a profession, business or occupation for which **you** are qualified and capable of performing by virtue of **your** education, vocational training, and experience. **Loss of ability to work** coverage applies only to **you**.
- 2. **“Loss of eye”** means the irreversible loss of the entire sight of **your** eye.
- 3. **“Loss of foot”** means complete severance through or above **your** ankle joint.
- 4. **“Loss of hand”** means complete severance through or above **your** wrist.
- 5. **“Qualified bodily injury”** means physical injury, including death that results from physical injury, which is caused by an **accident** and which is of a type listed on the Schedule of Benefits below.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART VI.

Coverage under this Part VI does not apply to a **qualified bodily injury**:

- 1. which is self-inflicted;

2. which results from **your** illegal activity;
3. due to war, or hostile or war-like action in time of peace or war, whether declared or undeclared;
4. due to nuclear action which means a nuclear reaction, radiation or radioactive contamination;
5. arising while a **covered vehicle** is being towed on public roads; or
6. arising out of the use of a **covered vehicle** in connection with **your business**.

SCHEDULE OF BENEFITS

Qualified Bodily Injury	Limits of Liability		
	<u>Named Insured</u>	<u>Named Insured & Spouse</u>	<u>Spouse</u>
Loss of life	\$35,000		\$10,000
Loss of both hands or both feet		\$10,000	
Loss of one hand and one foot		\$10,000	
Loss of both eyes		\$10,000	
Loss of one eye and one hand or one foot		\$10,000	
Loss of one hand or one foot		\$5,000	
Loss of one eye		\$5,000	
Loss of ability to work		\$10,000	

This coverage is limited as follows:

1. The most **we** will pay for Loss of Life of both the named insured and the named insured's spouse is \$45,000.
2. If more than one **qualified bodily injury** is sustained by the named insured or by the spouse of the named insured in one **accident**, the most **we** will pay for that person's **qualified bodily injuries**, other than Loss of Life, is \$10,000.
3. If Loss of Life benefits are claimed with respect to an individual, no claim can be made under Scheduled Medical Benefits - Vacation Residence Coverage for another **qualified bodily injury** to that individual if the Loss of Life and the other **qualified bodily injury** were caused by the same **accident**.

The Limits of Liability shown above are the most **we** will pay for any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations Page** and which occur within any state, territory, or possession of the United States of America, or any province or territory of Canada, or while a **covered vehicle** or **non-owned vehicle** is being transported between their ports. If the Mexico Coverage provision extends Comprehensive Coverage or Collision Coverage to a **loss**, the territory shall extend to Mexico and transportation between its ports, but only to the extent described under Part I - Damage To A Vehicle.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), the **Declarations Page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived, except by an endorsement issued by **us**.

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any resident operators are added or deleted; or
3. **you** acquire an additional or replacement **vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number, type, or use classification of **covered vehicles**;
2. operators using **covered vehicles**;
3. an operator's marital status;
4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy may not be transferred to another person without **our** written consent. If a named insured dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy if **you** or an insured person:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. **We** may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered. However, if **we** make a payment, the insured person must reimburse **us**.

We may deny coverage for an **accident** or **loss** if **you** or an insured person have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

A charge may be added to **your** account if:

1. **you** tender a check, draft, or any remittance other than cash to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the check, draft, or remittance is returned to **us** or refused because of insufficient funds, a closed account, or a stop payment order; or
2. **your** premium payment is received after the due date but prior to the effective date of cancellation of this policy for nonpayment of premium.

CANCELLATION

You may cancel this policy by calling, writing, or sending an electronic communication to **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason within the first fifty-nine (59) days of the initial policy period.

After this policy is in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud, or misrepresentation by **you** of any material fact, in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
4. a material violation of a material provision of the policy; or
5. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

A minimum earned premium of \$50 shall apply if this policy is canceled at **your** request or canceled due to nonpayment of premium. This amount will not be refunded to **you**.

If **we** cancel this policy for a reason other than nonpayment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, or if cancellation is for nonpayment of premium, any refund due will be computed on a ninety percent (90%) of a daily pro-rata basis, and subject to the minimum earned premium. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the **Declarations**

Page at the last known address appearing in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**.

COVERAGE CHANGES

If **we** make a change which broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative** or any other insured person following an **accident**, or an alleged breach of **our** obligations under this policy, must be commenced within the time period set forth as the bodily injury statute of limitations in the laws of the state listed in **our** records as **your** principal address.

We may not be sued for payment under Part IV - Full Timer's Package or Part V - Vacation Liability Coverage until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her **loss**. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part I - Damage To A Vehicle.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and the amount remaining after the insured person has been fully compensated for his or her **loss** will be reimbursed to **us** to the extent of **our** payment.

If recovery is made by an insured person under this policy from a responsible person, entity, or organization, without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against a responsible person, entity, or organization, **you** authorize **us**, at **our** option, to recover any deductible incurred by **you** for property damage covered by this policy. **We** have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by **you** and the amount **we** have paid for property damage. If **you** or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by **us**, then:

1. a separate or independent legal action may be filed by **you** or that insured person; or
2. the claims may be joined with **our** action if that person notifies **us** and secures separate counsel to protect those other interests.

We reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. **You** are entitled to reimbursement of **your** proportionate share of any recovery. However, **your** recovery is subject to a reduction for **your** proportionate share of any expenses and fees of an outside attorney incurred in connection with these collection efforts.

OUR RIGHTS TO INSPECT

We, and any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports or recommendations on **our** behalf, have the right to:

1. make inspections and surveys after providing **you** with reasonable notice;
2. provide **you** reports related to any conditions that **we** identify with respect to a **covered vehicle** or property; and
3. recommend changes with respect to any identified conditions.

This does not mean that **we** or any entity acting on **our** behalf:

1. make safety inspections;
2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;

3. warrant or represent that conditions are safe or healthful; or
4. warrant or represent that conditions comply with laws, regulations, codes or standards.

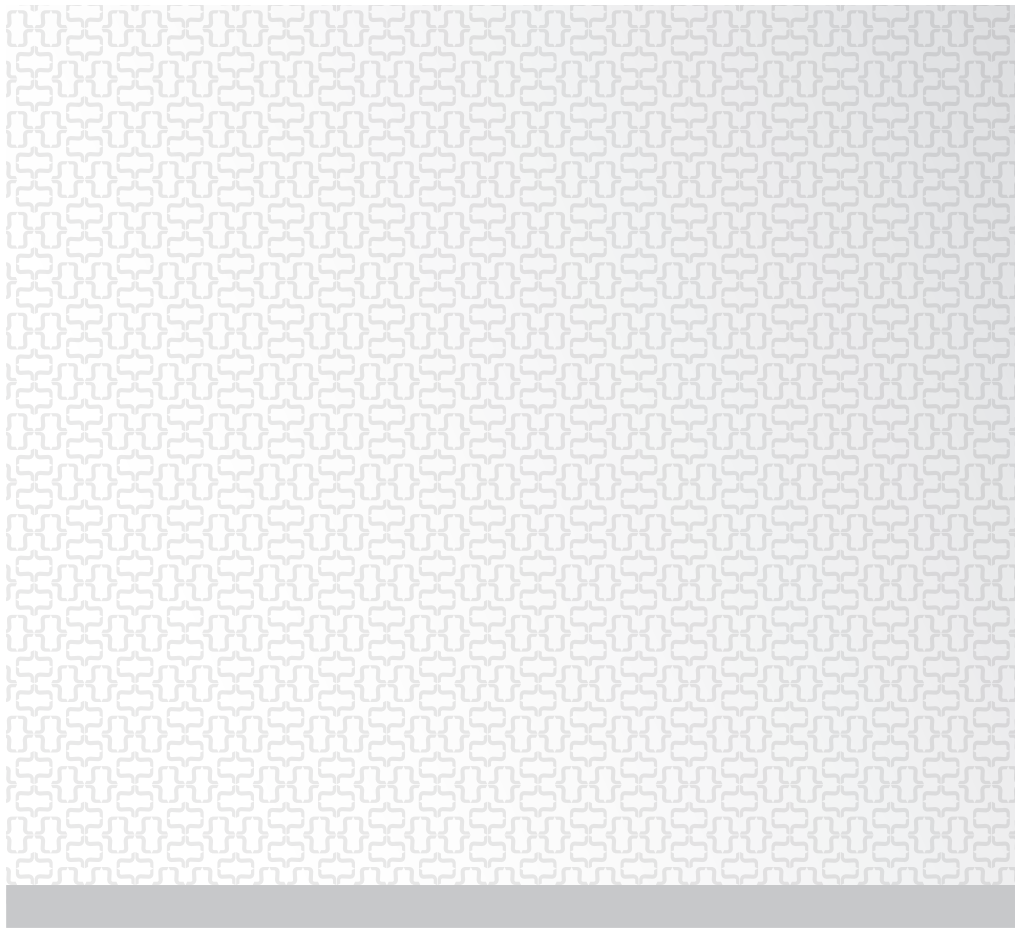
JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an insured person under any of the liability coverages in this policy is returned unsatisfied because of the insolvency or bankruptcy of the insured person, the person claiming payment for damages under the applicable liability coverage may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability for that coverage.

PROGRESSIVE®



3649 AR 1207



<i>SERFF Tracking Number:</i>	<i>PRGS-125322888</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Progressive Direct Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026432</i>
<i>Company Tracking Number:</i>	<i>L070932-AR-RV</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0003 Recreational Vehicle</i>
<i>Product Name:</i>	<i>Recreational Vehicle (MT & TT)</i>		
<i>Project Name/Number:</i>	<i>Brand/L070932-AR-RV</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125322888 State: Arkansas
First Filing Company: Progressive Direct Insurance Company, ... State Tracking Number: AR-PC-07-026432
Company Tracking Number: L070932-AR-RV
TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle
Product Name: Recreational Vehicle (MT & TT)
Project Name/Number: Brand/L070932-AR-RV

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 01/17/2008

Comments:

Attachment:
industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Cover Letter
Review Status: Approved 01/17/2008

Comments:

Attachment:
10-12-07 Initial Cvr Ltr for AR RV Brand.pdf

Satisfied -Name: Response to Objections
Review Status: Approved 01/17/2008

Comments:

Attachment:
01-16-08 Response to 10-23-07 Objection Ltr.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
	OH	16322	34-1524319		
	OH	42919	91-1187829		

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount:	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



October 12, 2007

FILED VIA SERFF

Arkansas Insurance Department
Property & Casualty Division
1200 West Third Street
Little Rock, AR 72201-1904

RE: Form Filing – Private Passenger Auto/Recreational Vehicle – Our File # L070932-AR-RV

PROGRESSIVE CASUALTY INSURANCE COMPANY (NAIC # 155-24260)
PROGRESSIVE DIRECT INSURANCE COMPANY (NAIC # 155-16322)
PROGRESSIVE NORTHWESTERN INSURANCE COMPANY (NAIC # 155-42919)

Arkansas Motor Home Policy – Form No. 9635 AR (12/07)
Arkansas Travel Trailer Policy – Form No. 3649 AR (12/07)

SERFF Tracking # PRGS-125322888

Included in this filing is the above-referenced form for your review and approval. The date we propose to begin using this form is **January 9, 2008**. We will notify you if this date changes. This form does not affect rates.

The purpose of this filing is to provide final print versions of the Arkansas Motor Home Policy and Arkansas Travel Trailer Policy. There are no substantive changes or text changes of any kind to the forms that were previously filed and approved.

The following minor changes were made to each of the policies:

- A new logo on the front cover
- A new form number
- A new bar code on the front/back covers
- The phone number on page 1 was changed

We have included the required NAIC Property & Casualty Transmittal Document and Certificate of Readability. The required filing fee in the amount of \$50.00 is being submitted via Federal Express.

If you have any comments or questions with respect to this filing, please feel free to e-mail me at the address below or call me at 800-321-9843, network extension 625-3013. Thank you in advance for your attention to this filing.

Sincerely,

Edward P. Simms
Senior Counsel
Direct: (440) 395-3013
FAX: (440) 395-3790
E-mail: edward_p_simms@progressive.com

EPS/aml



January 16, 2008

FILED VIA SERFF

Ms. Alexa Grissom
Arkansas Insurance Department
Property & Casualty Division
1200 West Third Street
Little Rock, AR 72201-1904

RE: Form Filing – Private Passenger Auto/Recreational Vehicle – Our File # L070932-AR-RV
PROGRESSIVE CASUALTY INSURANCE COMPANY (NAIC # 155-24260)
PROGRESSIVE DIRECT INSURANCE COMPANY (NAIC # 155-16322)
PROGRESSIVE NORTHWESTERN INSURANCE COMPANY (NAIC # 155-42919)

Arkansas Motor Home Policy – Form No. 9635 AR (12/07)
Arkansas Travel Trailer Policy – Form No. 3649 AR (12/07)

SERFF Tracking # PRGS-125322888, Arkansas File # AR-PC-07-026432

Dear Ms. Grissom:

I write in response to your October 23, 2007 Objection Letter. In that letter, you asked us to “review act 373 of 2007 and advise how [we] are complying with the law.”

I have reviewed Act 373 of 2007 and revised our motor home policy, Form No. 9635 AR 12/(07), accordingly. The amended policy is being submitted herewith for your approval. Also being submitted herewith is a redline version showing the changes we have made to comply with the law.

Act 373 of 2007 did not require any changes to the Travel Trailer Policy, Form No. 3649 AR (12/07). Act 373 modified Arkansas statutes 23-79-154 and 27-19-713(l), both of which deal with “motor vehicle” policies. Under 27-19-706, “‘motor vehicle’ means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires but not operated upon rails. “ A travel trailer is neither self-propelled nor propelled by from overhead electric power and, therefore, is not a “motor vehicle” subject to Act 373.

In light of the above, we respectfully request approval for the amended motor home policy, Form No. 9635 AR (12/07) and the initially-filed travel trailer policy, Form No. 3649 AR (12/07). Though no changes to the Travel Trailer Policy, Form No. 3649 AR (12/07) are legally required, we are submitting an amended version herewith to reflect the digest size we will be using for this policy. No substantive changes have been made to the content of this policy.

Please note that the proposed effective date has changed from January 9, 2008 to **March 13, 2008**.

If you have any comments or questions with respect to this filing, please feel free to e-mail me at the address below or call me at 800-321-9843, network extension 625-3013.

Sincerely,

Edward P. Simms
Senior Counsel
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EPS/aml

<i>SERFF Tracking Number:</i>	<i>PRGS-125322888</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Progressive Direct Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026432</i>
<i>Company Tracking Number:</i>	<i>L070932-AR-RV</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0003 Recreational Vehicle</i>
<i>Product Name:</i>	<i>Recreational Vehicle (MT & TT)</i>		
<i>Project Name/Number:</i>	<i>Brand/L070932-AR-RV</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Motor Home Policy	10/12/2007	96350712AR.pdf
No original date	Form	Arkansas Travel Trailer Policy	10/12/2007	36490712AR.pdf

9635 AR 1207



PROGRESSIVE[®]

**ARKANSAS
MOTOR HOME
POLICY**

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ARKANSAS MOTOR HOME POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Notify Us As Soon As Practicable

If a person or vehicle covered by this policy is involved in an **accident, loss** or occurrence for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by calling **us** at **1-800-274-4499**.

For coverage to apply under this policy, you or an insured person must promptly report each accident, loss or occurrence even if an insured person is not at fault.

You or an insured person should provide **us** with the following **accident, loss** or occurrence information as soon as it is available:

- time;
- place;
- circumstances of the **accident, loss** or occurrence (for example, how the **accident** happened and weather conditions);
- names and addresses of all persons involved;
- names and addresses of any witnesses; and
- the license plate numbers and descriptions of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

- the owner or operator of a vehicle involved in the accident cannot be identified;
- an **accident** which must be reported under state law has occurred; or
- theft or vandalism has occurred.

For coverage to apply under this policy, a person claiming coverage must:

- cooperate with **us** in any matter concerning a

- claim or lawsuit;
- provide any written proof of loss **we** may reasonably require;
- allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- promptly send **us** any and all legal papers relating to any claim or lawsuit;
- attend hearings and trials as **we** require;
- take reasonable steps at and after the time of **loss** to protect the **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, from further **loss**. **We** will pay reasonable expenses incurred in providing this protection. If **you** fail to do so, any further damages will not be covered under this policy;
- prepare an inventory of all damaged or stolen personal property, setting forth, in detail, the quantity, description, age, replacement cost, actual cash value, and amount of the damage or **loss**. All bills, receipts and related documents that support the values described in the inventory must be included if reasonably available;
- allow **us** to have the damaged **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, inspected and appraised before its repair or disposal;
- submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- authorize **us** to obtain medical and other records.

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface, whether in the singular, plural, or possessive, will have the following meaning:

1. “**Accident**” means a sudden, unexpected, and unintended occurrence.
2. “**Bodily injury**” means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease. “**Bodily injury**” does not include any sickness or dis-

ease which is transmitted by an insured person through personal or sexual contact.

3. **"Business"** includes a trade, profession, or occupation.
4. **"Covered vehicle"** means:
 - a. any **vehicle** expressly identified by make, model and vehicle identification number (VIN) on the **Declarations Page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
 - b. any additional **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) **we** insure all **vehicles owned** by **you**; and
 - (iii) no other insurance policy provides coverage for that **vehicle**.

If **we** provide coverage for a **vehicle you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, that **we** provide for any **vehicle** shown on the **Declarations Page**. **We** will provide that coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**. If the broadest coverage is Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the additional **vehicle** instead of these coverages. If **you** add any coverage to this policy or increase **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits; and

- c. any replacement **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;

- (ii) the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**; and
- (iii) no other insurance policy provides coverage for that **vehicle**.

If the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**, it will have the same coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, as the **vehicle** it replaces. If the replaced **vehicle** had Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the replacement **vehicle** instead of these coverages. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part IV - Damage To A Vehicle. If the replaced **vehicle** did not have coverage under Part IV - Damage To A Vehicle, or **you** want to insure the replacement **vehicle** with Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **you** may ask **us** to add such coverage for the replacement **vehicle**. However, if **you** add any of these coverages, coverage will not become effective until after **you** ask **us** to add it. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.

- 5. "**Declarations Page**" means the document from **us** listing:
 - a. the types of coverage **you** have elected;
 - b. the limit for each coverage;
 - c. the cost for each coverage;
 - d. the specified **vehicles** covered by this policy; and
 - e. other information applicable to this policy.
- 6. "**Loaner vehicle**" means a **vehicle** operated by **you** that is loaned to **you** by a duly licensed automobile dealer:
 - a. as a temporary substitute for a **covered**

vehicle while the **covered vehicle** is out of use because of breakdown, repair, or servicing; or

b. for use as a demonstrator **vehicle**.

The loaned **vehicle** will have the same coverage as the **vehicle** being replaced or serviced.

7. **“Loss”** means sudden, direct, and accidental loss or damage.

8. **“Non-owned vehicle”** means any **vehicle** that is not **owned** by:

a. **you**;

b. a **relative**;

c. any other resident of **your** household; or

d. the named insured’s non-resident spouse; and is in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**.

9. **“Occupying”** means in, on, entering, or exiting.

10. **“Owned”** means the person:

a. holds legal title to the property;

b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or

c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.

11. **“Owner”** means any person who, with respect to property:

a. holds legal title to the property;

b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or

c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.

12. **“Pollutant”** means all pollutants and contaminants, including, but not limited to, any:

a. solid, liquid, gaseous, bacterial, organic or thermal irritant or contaminant;

b. smoke, vapor, soot, or fumes;

c. acids, alkalis, chemicals, or metals, including, but not limited to, lead or any material containing lead;

d. poisons;

- e. sewage or waste, including materials to be recycled, reconditioned or reclaimed;
- f. substances, including, but not limited to, asbestos or any material containing asbestos;
- g. odors; or
- h. compounds;

even if now or previously recognized as having a safe or useful purpose. The term **“pollutant”** includes residential, recreational, work-site, and commercial pollution or contamination.

13. **“Punitive or exemplary damages”** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

14. **“Relative”** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents if they intend to continue to reside in **your** household.

15. **“Vehicle”** means a land motor vehicle, including its permanently attached equipment, that:

- a. has built-in:
 - (i) cooking, refrigeration, sleeping, and bathroom facilities; and
 - (ii) self-contained:
 - (a) heating and/or air-conditioning;
 - (b) drinking water supply system; and
 - (c) 110-125 volt electrical power system; or
- b. is shown on the **Declarations Page** and customarily used with a fifth-wheel trailer:
 - (i) **owned** by **you** and insured under **our** Travel Trailer insurance program; and
 - (ii) containing living quarters.

“Vehicle” does not include any type of mobile home, manufactured housing, or any other wheeled device not designed for regular use on public roads.

16. **“We”**, **“Us”**, and **“Our”** mean the company providing the insurance, as shown on the **Declarations Page**.

17. **“You”** and **“Your”** mean:

- a. a person or persons shown as a named insured on the **Declarations Page**; and
- b. the spouse of a named insured if residing in the same household.

PART I - LIABILITY TO OTHERS

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than **punitive** or **exemplary damages**, for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the:

1. ownership, maintenance, or use of a **vehicle**; or
2. use of any **trailer** while attached to a:
 - a. **covered vehicle**; or
 - b. **non-owned vehicle** operated by an **insured person**.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I, whether in the singular, plural, or possessive:

1. "**Insured person**" means:
 - a. **you** or a **relative** with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
 - b. any person with respect to an **accident** arising out of that person's use of a **covered vehicle** with the express or implied permission of **you** or a **relative**;
 - c. a **relative** with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**;
 - d. **you** with respect to an **accident** arising out of the maintenance or use of any **vehicle** with the express or implied permission of the **owner** of the **vehicle**;
 - e. any person or organization with respect only to vicarious liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in a, b, c, or d above; and

- f. any Additional Interest Insured designated by **you** in **your** application or by a change request agreed to by **us**, with respect to liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in a, b, c, or d above.
2. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property.
3. **"Trailer"** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle. **"Trailer"** does not include any type of mobile home, manufactured housing, or any other wheeled device not designed for regular use on public roads.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. the premium on an appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle** or **non-owned vehicle**. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to

defend, does not apply to:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **vehicle** or **trailer** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
2. any liability assumed by an **insured person** under any contract;
3. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
5. **bodily injury** or **property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of an **insured person** or at the direction of an **insured person**;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in

the charge of an **insured person** or a person residing in **your** household. However, this exclusion does not apply to a house, a dwelling structure permanently attached to land, or a garage, if rented by **you** and damaged by a **covered vehicle**;

11. **bodily injury** to **you** or a **relative**;
12. **bodily injury** or **property damage** resulting from a **relative's** operation or use of a vehicle, other than a **covered vehicle**, **owned** by **you** or a person who resides with **you**;
13. **bodily injury** or **property damage** resulting from **your** operation or use of a vehicle **owned** by **you**, other than a **covered vehicle**;
14. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** or **trailer** while leased or rented to others; or
15. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is parked and:
 - a. being used as a residence or premises;
 - b. being used for commercial or **business** purposes;
 - c. being used as a premises for office, store or display purposes; or
 - d. stabilizing jacks are in use.

Types of use "as a residence or premises" to which this exclusion applies include, but are not limited to, use of a **vehicle** or **trailer** for entertainment purposes, camping purposes, as a living facility, or as a sleeping facility.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages

resulting from any one **accident**. However, without changing this total “each accident” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

If **your Declarations Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one person;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident**.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to a person and all claims of others, if allowed by law, derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one will be entitled to duplicate payments for the same elements of damages.

The total damages recoverable under this Part I shall be reduced by any payment to that person for the same elements of damages under Part II - Personal Injury Protection Coverage and under Part III - Uninsured/Underinsured Motorist Coverage.

A **vehicle** and attached **trailer** are considered one **vehicle**. Therefore, the Limits of Liability will not be increased for an **accident** involving a **vehicle** which has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if

we make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

No coverage is provided under this Part I for **bodily injury** or **property damage** covered under:

1. a policy applicable to an insured location, as described in Part VII - Full Timer's Package, or to a temporary residence; or
2. Part VII - Full Timer's Package or Part VIII - Vacation Liability Coverage.

If coverage applies and there is other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for liability arising out of the ownership, maintenance, or use of a:

1. **vehicle**, other than a **covered vehicle**; or
2. **trailer**, other than a **trailer** being towed by a **covered vehicle**;

will be excess over any other collectible insurance, self-insurance, or bond.

Any insurance **we** provide for a **loaner vehicle** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for liability arising out of **your** use of the **loaner vehicle**.

OUT-OF-STATE COVERAGE

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered vehicle** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance when-

ever the non-resident uses a **vehicle** in that state, province, territory or possession, this policy will provide the greater of:

- a. the required minimum amounts and types of coverage; or
- b. the Limits of Liability under this policy.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part I, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part I. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART II - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT - MEDICAL AND HOSPITAL BENEFITS COVERAGE

Subject to the Limit of Liability shown on the **Declarations Page**, if **you** pay the premium for Medical And Hospital Benefits Coverage, **we** will pay for reasonable and necessary expenses, incurred within two (2) years from the date of an **accident**, for medical, hospital, nursing, dental, surgical, ambulance, funeral, and prosthetic services because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

Medical And Hospital Benefits Coverage includes payment for non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing. Payment for hospital room charges shall be limited to the amount charged for semiprivate accommodations.

INSURING AGREEMENT - INCOME DISABILITY BENEFITS COVERAGE

Subject to **our** Limit of Liability, if **you** pay the premium for Income Disability Benefits Coverage, **we** will pay for **income disability benefits** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

No payment for **income disability benefits** shall be made for any period following the death of the **insured person**.

INSURING AGREEMENT - ACCIDENTAL DEATH BENEFITS COVERAGE

If **you** pay the premium for Accidental Death Benefits Coverage, **we** will pay the amount stated on the **Declarations Page** for Accidental Death Benefits Coverage if an **insured person** dies within one (1) year of the date of an **accident** because of **bodily injury**:

1. caused by the **accident**; and
2. arising out of the ownership, maintenance or use of a motor vehicle.

ADDITIONAL DEFINITIONS

When used in this Part II:

1. **"Income disability benefits"** means loss of income from work the **insured person** would have earned, during the period beginning eight (8) days from the date of the **accident** and not exceeding fifty-two (52) weeks, had the **insured person** not sustained **bodily injury**. If the **insured person** did not earn income from work at the time of the **accident**, **income disability benefits** means expenses reasonably incurred, during the period beginning eight (8) days from the date of the **accident** and not exceeding fifty-two (52) weeks, to obtain essential services in lieu of those the **insured person** would have performed, without income, for the benefit of the **insured person** or his or her family, had the **insured person** not sustained **bodily injury**.

2. “**Insured person**” and “**insured persons**” mean:
 - a. **you** or any **relative**; and
 - b. any other person:
 - (i) while **occupying** a **covered vehicle**; or
 - (ii) when struck by a **covered vehicle** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

The coverages provided under this Part II do not apply to **bodily injury**:

1. sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required by law;
2. sustained by any person who intentionally caused such **bodily injury**;
3. sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
4. to the extent benefits are paid or payable under any workers’ compensation law, disability benefits law or similar law. However, this exclusion does not apply to Accidental Death Benefits Coverage;
5. sustained by any person while using or **occupying** any motor vehicle **owned** by **you**, other than a **covered vehicle**;
6. sustained by a **relative** while using or **occupying** any motor vehicle **owned** by that **relative**, other than a **covered vehicle**;
7. sustained by any person arising from the use of a motor vehicle as a residence or premises;
8. sustained while **occupying** a motor vehicle while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food,

- or any other products. This exclusion does not apply to shared-expense transportation pools;
9. arising out of an **accident** involving a motor vehicle while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
 10. due to a nuclear reaction or radiation;
 11. for which insurance is afforded under a nuclear energy liability insurance contract;
 12. sustained by any person while **occupying** a **covered vehicle** without the express or implied permission of **you** or a **relative**; or
 13. sustained by **you** or a **relative** while **occupying** a **non-owned vehicle** without the express or implied permission of the **owner**.

LIMITS OF LIABILITY

The Limit of Liability for Medical And Hospital Benefits Coverage and the Limit of Liability for Accidental Death Benefits Coverage are both shown on the **Declarations Page**.

Our Limit of Liability for Income Disability Benefits Coverage is as follows:

1. if the **insured person** earned income from work at the time of the **accident**, **we** will pay no more than 70% of loss of gross income per week, not to exceed \$140 per week; and
2. if the **insured person** did not earn income from work at the time of the **accident**, **we** will pay no more than \$70 per week, or pro rata for a shorter period.

The Limits of Liability for the coverages provided under this Part II represent the most **we** will pay for each **insured person** injured in any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

The total damages recoverable under this Part II shall be reduced by any payment to that person for the same elements of damages under Part I - Liability To Others and Part III - Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

1. With respect to **bodily injury** sustained by a **relative**, any Medical And Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II shall be excess over any other similar coverage provided by a motor vehicle insurance policy under which the **relative** is a named insured.
2. If **you** or a **relative** are insured under any other motor vehicle insurance policy providing coverage for **income disability benefits** or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
3. No coverage will be provided under this Part II for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, if there is other applicable personal injury protection insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.

However, any coverage provided under this Part II arising out of the operation of a **loaner vehicle** by **you** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for personal injury protection insurance.

No one shall be entitled to recover duplicate payments for **income disability benefits** or medical and hospital benefits under this or any other motor vehicle insurance policy.

PART III - UNINSURED/UNDERINSURED **MOTORIST COVERAGE**

INSURING AGREEMENT - UNINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

INSURING AGREEMENT - UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Property Damage Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **property damage**:

1. to a **covered vehicle** listed on the **Declarations Page** as a **vehicle** for which Uninsured Motorist Property Damage Coverage is provided;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

INSURING AGREEMENT - UNDERINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Underinsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;

2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

An **insured person** shall send to **us**, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the **owner** or operator of an **underinsured motor vehicle**, or that person's liability insurer. However, this notice requirement shall not apply when **we** are making that offer of settlement as insurer of the **owner** or operator of the **underinsured motor vehicle**. The notice shall include:

1. written documentation of economic losses incurred, including copies of all medical bills;
2. written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers; and
3. written confirmation from the **owner's** or operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within thirty (30) days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in settlement to the **insured person**. If **we** do this, **we** are entitled to subrogate, to the extent of **our** payment, to the **insured person's** right of recovery against the **owner** or operator of the **underinsured motor vehicle** and the **insured person** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

ADDITIONAL DEFINITIONS

When used in this Part III, whether in the singular, plural, or possessive:

1. "**Insured person**" means:
 - a. **you** or a **relative**;

- b. any person **occupying** a **covered vehicle** or **loaner vehicle**; and
 - c. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a or b above.
2. **“Property damage”** means physical damage to, or destruction or loss of use of, a **covered vehicle**.
3. **“Underinsured motor vehicle”** means a land motor vehicle to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the amount of the **insured person’s** damages.

An **“underinsured motor vehicle”** does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative**;
 - b. operated on rails or crawler treads;
 - c. designed mainly for use off public roads, while not on public roads;
 - d. while used as a residence or premises;
 - e. shown on the **Declarations Page** of this policy;
 - f. not required to be registered as a motor vehicle; or
 - g. that is an **uninsured motor vehicle**.
4. **“Uninsured motor vehicle”** means a land motor vehicle:
- a. to which no liability bond or policy applies at the time of the **accident**;
 - b. to which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent within one (1) year of the date of the **accident**; or
 - c. that is a hit-and-run vehicle whose operator or **owner** cannot be identified and which strikes:
 - (i) **you** or a **relative**;
 - (ii) a vehicle that **you** or a **relative** are **occupying**; or
 - (iii) a **covered vehicle**;

provided that the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-

four (24) hours or as soon as practicable after the **accident**.

An “**uninsured motor vehicle**” does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative**;
- b. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
- c. operated on rails or crawler treads;
- d. designed mainly for use off public roads, while not on public roads;
- e. while being used as a residence or premises;
- f. shown on the **Declarations Page** of this policy;
- g. not required to be registered as a motor vehicle; or
- h. that is an **underinsured motor vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

1. Coverage under this Part III is not provided for **bodily injury** sustained by any person while using or **occupying**:
 - a. a **covered vehicle** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - (i) to shared-expense transportation pools; or
 - (ii) when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
 - b. a **covered vehicle** without the express or implied permission of **you** or a **relative**;
 - c. a **non-owned vehicle** without the express or implied permission of the **owner**; or
 - d. a motorized vehicle or device of any type designed to be operated on the public roads that is **owned** by **you** or a **relative**, other than a **covered vehicle**.

2. Coverage under this Part III is not provided for **property damage**:
 - a. sustained while a **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food or any other products. This exclusion does not apply to shared-expense transportation pools;
 - b. sustained while a **covered vehicle** is being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
 - c. resulting from any prearranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
 - d. due to a nuclear reaction or radiation;
 - e. for which insurance is afforded under a nuclear energy liability insurance contract; or
 - f. to a trailer.
3. Coverage under this Part III will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** for the coverages under this Part III is the most **we** will pay for any one **accident** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is

the most **we** will pay for the total of all damages resulting from any one **accident**. However, without changing this total “each accident” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

If **your Declarations Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one person;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the aggregate of all **property damage** caused by any one **accident**.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

In determining the amount payable under this Part III, the amount of the damages sustained by the **insured person** due to **bodily injury** shall be reduced by all sums:

1. paid by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others;
2. paid under Part II - Personal Injury Protection Coverage; and
3. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers’ compensation law; or
 - b. disability benefits law.

The Limits of Liability under this Part III for **property damage** shall be reduced by all sums paid:

1. because of **property damage** by or on behalf of any persons or organizations who may be

legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others; and

2. for **property damage** under Part IV - Damage To A Vehicle.

Our Limit of Liability under this Part III for **property damage** to a **covered vehicle** arising out of one **accident** is the lowest of:

1. the actual cash value of the **covered vehicle** at the time of the **accident**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;
2. the amount necessary to replace the **covered vehicle**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;
3. the amount necessary to repair the **covered vehicle** to its pre-loss condition, reduced by the applicable deductible; or
4. any limit of liability shown on the **Declarations Page** for "property damage" under this Part III, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the deductible shown on the **Declarations Page**;
2. no more than one deductible shall be applied to any one **accident**;
3. the deductible under this Part III shall not apply if:
 - a. the operator of the **uninsured motor vehicle** has been positively identified and is solely at fault; and
 - b. the **covered vehicle** is insured for collision coverage under Part IV - Damage To A Vehicle;
4. an adjustment for depreciation and physical condition, including betterment, will be made in determining the Limit of Liability at the time of the **accident**; and
5. IN THE REPAIR OF **YOUR COVERED MOTOR VEHICLE** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR

SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

Any payment made to a person under this Part III shall reduce any amount that the person is entitled to recover for the same elements of damages under Part I - Liability To Others or for **loss** under Part IV - Damage To A Vehicle.

No one will be entitled to duplicate payments for the same elements of damages.

Any judgment or settlement for damages against an operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide under this Part III shall be excess over any other uninsured or underinsured motorist coverage, except:

1. coverage for **bodily injury** to **you** or a **relative** when **occupying a covered vehicle**; or
2. similar insurance provided by a policy issued to the **owner** of a **loaner vehicle** if **you** are operating the **loaner vehicle** when it is involved in an **accident** and:
 - a. an **insured person** sustains **bodily injury**; or
 - b. the **loaner vehicle** sustains **property damage**.

We will not pay for any damages which would duplicate any payment made for damages under other insurance.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. the amount of the damages sustained by the **insured person**;

this will be determined by arbitration if **we** and the **insured person** agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the **accident** occurred.

If **we** and the **insured person** have agreed to arbitration, then each party shall select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within thirty (30) days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will determine:

1. the legal liability of the operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
2. the amount of the damages sustained by the **insured person**;

but will not be binding on either the **insured person** or **us**. The arbitrators shall have no authority to award an amount in excess of the limit of liability.

PART IV - DAMAGE TO A VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay for **loss** to a:

1. **covered vehicle** for which Collision Coverage has been purchased;

2. **non-owned vehicle**; or
3. **trailer**;

when it overturns or is in a collision with another object, subject to the Limits of Liability.

Subject to any deductible applicable to a collision **loss**, **we** will replace, or reimburse the reasonable cost to replace, any child safety seat or restraint damaged in an **accident** to which this Collision Coverage applies.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If **you** pay the premium for Comprehensive Coverage, **we** will pay for a comprehensive **loss** to a:

1. **covered vehicle** for which Comprehensive Coverage has been purchased;
2. **non-owned vehicle**; or
3. **trailer**;

subject to the Limits of Liability.

A comprehensive **loss** is a **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer**, other than a **loss** covered under Collision Coverage, including, but not limited to, **loss** caused by any of the following:

1. impact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, or flood.

If **we** can pay the **loss** under either Comprehensive Coverage or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

ADDITIONAL DEFINITIONS

When used in this Part IV, whether in the singular, plural, or possessive:

1. **“Agreed value”** means the “agreed value” as shown on the **Declarations Page**.
2. **“Market value”** means the “market value” as shown on the **Declarations Page**.

3. **"Purchase price"** means the "purchase price" as shown on the **Declarations Page**.
4. **"Total loss"** means:
 - a. the theft of the **vehicle** if the **vehicle** is not recovered within thirty (30) days; or
 - b. any other **loss** to the **vehicle** that is payable under this Part IV if the actual cash value of the **vehicle** at the time of the **loss**, when reduced by the salvage value after the **loss**, is less than the anticipated costs if the **vehicle** is repaired (including parts and labor).
5. **"Trailer"** means a non-motorized trailer (including anti-sway bars, tow bars, torsion bars, tow hitches, tow dollies, and other towing devices that are not bolted to or permanently attached to the towing vehicle) which is designed to be towed on public roads by a land motor vehicle, that is:
 - a. **owned** by **you** and customarily used with a **covered vehicle**; or
 - b. not **owned** by **you**, while being used with a **covered vehicle**;provided it has no built-in sleeping facilities and is not used:
 - a. for commercial or **business** purposes;
 - b. as a primary residence;
 - c. as a premises for office, store or display purposes; or
 - d. as a passenger conveyance.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV does not apply for **loss**:

1. to a **covered vehicle**, **non-owned vehicle**, or **trailer**, while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;

2. to a **non-owned vehicle** or **trailer** if being maintained or used by a person while employed or engaged in any **business**;
3. to a **covered vehicle, non-owned vehicle, or trailer**, resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
4. to a **covered vehicle, non-owned vehicle, or trailer**, due to a nuclear reaction or radiation;
5. to a **covered vehicle, non-owned vehicle, or trailer**, for which insurance is afforded under a nuclear energy liability insurance contract;
6. caused by the order of any governmental or civil authorities to destroy, confiscate or seize a **covered vehicle, non-owned vehicle, or trailer**, because **you** or any **relative** engaged in illegal activities;
7. to a **covered vehicle, non-owned vehicle, or trailer**, caused by an intentional act by **you**, a **relative**, or the **owner** of the **non-owned vehicle or trailer**, or at the direction of **you**, a **relative**, or the **owner** of the **non-owned vehicle or trailer**;
8. to a **covered vehicle, non-owned vehicle, or trailer**, that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice on a **vehicle or trailer**;
 - h. scorching, marring, scratching, or breakage of internal equipment or furnishings whether permanently attached or not. However, this exclusion does not apply to:
 - (i) scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning; or
 - (ii) breakage of glass which is permanently a part of or attached to the **covered vehicle**;

- i. mechanical or electrical breakdown or failure; or
- j. road damage to tires.

This exclusion does not apply if the damage results from the theft of a **covered vehicle, non-owned vehicle, or trailer**;

- 9. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part IV;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
- 10. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part IV;

- 11. due to theft or conversion of a **covered vehicle, non-owned vehicle, or trailer**:
 - a. by **you**, a **relative**, or any resident of **your** household; or
 - b. prior to its delivery to **you** or a **relative**;
- 12. to equipment, devices, accessories, or any other personal property not permanently installed in or attached to a **vehicle or trailer**. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;

- c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, televisions, VCRs, DVD players, computers, or PDAs;
- 13. to a **covered vehicle** or **trailer** while it is leased or rented to others;
- 14. to a **covered vehicle**, **non-owned vehicle**, or **trailer**, for diminution of value;
- 15. other than an impact **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer**, caused by birds, vermin, rodents, insects or other animals; or
- 16. to a **covered vehicle**, **non-owned vehicle**, or **trailer**, caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

- 1. The limit of liability for **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - c. the amount necessary to repair the damaged property to its pre-loss condition, re-

duced by the applicable deductible shown on the **Declarations Page**;

- d. the **market value**, reduced by its salvage value if **you** or the **owner** retain the salvage; or
 - e. with respect to a **loss** to a **trailer**, the limit of liability shown on the **Declarations Page** for Trailer Coverage reduced by its salvage value if **you** or the **owner** retain the salvage.
- 2. If **you** purchase Total Loss Replacement/Purchase Price Coverage, then subsection 1 above shall not apply for a **vehicle** that sustains a **total loss**, and the limit of liability for Total Loss Replacement/Purchase Price Coverage shall apply.
 - 3. If **you** purchase Agreed Value Coverage, then subsection 1 above shall not apply and the limit of liability for Agreed Value Coverage shall apply.
 - 4. Payments for **loss** covered under this Part IV are subject to the following provisions:
 - a. no more than one deductible shall be applied to any one covered **loss**;
 - b. if coverage applies to a **non-owned vehicle**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, applicable to any **vehicle** shown on the **Declarations Page**. However, the highest deductible on any **covered vehicle** shall apply;
 - c. an adjustment for physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the Limits of Liability. However, this shall not apply to a **total loss** if the **covered vehicle** is covered by Total Loss Replacement/ Purchase Price Coverage or Agreed Value Coverage;
 - d. in determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as

- reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment;
 - e. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs;
 - f. duplicate recovery for the same elements of damages is not permitted;
 - g. any amount paid or payable to a person under this Part IV shall be reduced by any amount paid for **property damage** under Part III - Uninsured/Underinsured Motorist Coverage; and
 - h. IN THE REPAIR OF **YOUR COVERED MOTOR VEHICLE** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.
- 5. If more than one **vehicle** is shown on the **Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **vehicle**.
 - 6. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.
 - 7. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT/PURCHASE PRICE COVERAGE

If there is a **total loss** to a **covered vehicle** and **you** have purchased Total Loss Replacement/

Purchase Price Coverage for that **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part IV will not apply to that **total loss** and the following shall apply:

1. The limit of liability for a **covered vehicle** for which Total Loss Replacement/Purchase Price Coverage was purchased is as follows:
 - a. when the **covered vehicle** is, at the time of **loss**, the current model year, or the first through fourth preceding model year, the applicable limit of liability will be:
 - (i) if **you** choose to replace the **covered vehicle**, the cost, as determined by **us**, of a new vehicle that:
 - (a) has not previously had a title issued or recorded to any person or entity, other than a dealer or manufacturer; and
 - (b) is, to the extent possible, the same make, class, size, and type, and which contains reasonably similar equipment to the **covered vehicle**; or
 - (ii) if **you** choose not to replace the **covered vehicle**, the **purchase price**; or
 - b. when the **covered vehicle** is, at the time of **loss**, the fifth preceding model year or older, the applicable limit of liability will be the **purchase price**.

All applicable limits of liability are subject to an adjustment for the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

INSURING AGREEMENT - AGREED VALUE COVERAGE

If **you** purchase Agreed Value Coverage under this Part IV for a **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part IV shall not apply and the following provision shall apply to a **loss** to that **covered vehicle**:

1. The limit of liability for a **loss** to a **covered vehicle** for which Agreed Value Coverage was purchased is as follows:
 - a. for a **total loss** to a **covered vehicle**

which has an **agreed value** supported by the proper documentation, **our** limit of liability is the **agreed value**, reduced by its salvage value if **you** or the **owner** retain the salvage; and

- b. for a **loss** other than a **total loss** to a **covered vehicle**, or for a **total loss** where the **agreed value** is not supported by proper documentation, **our** limit of liability is the lowest of:
 - (i) the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (ii) the amount necessary to replace the stolen or damaged property, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
 - (iii) the amount necessary to repair the stolen or damaged property to its pre-loss condition, reduced by the applicable deductible as shown on the **Declarations Page**; or
 - (iv) the **agreed value**, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

“Proper documentation” is the documentation required by **us** to support the **agreed value** for a **covered vehicle**.

INSURING AGREEMENT - DISAPPEARING DEDUCTIBLES

If **you** pay the premium for Disappearing Deductibles, then the following is added to the Limits of Liability provision under this Part IV of **your** policy:

If, during any policy period, **you** do not have a **loss** under Comprehensive Coverage or Collision Coverage for which **we** have paid

any amount, then:

1. any deductible for Comprehensive Coverage and Collision Coverage shall be reduced for the following policy period by twenty-five percent (25%); and
2. no deductible for Comprehensive Coverage and Collision Coverage will apply for the fifth policy period and thereafter if **you** do not have any **losses** during the previous four (4) consecutive policy periods.

If **you** change the deductible amount for Comprehensive Coverage or Collision Coverage on any **covered vehicle** at any time, then all previously applied reductions will be eliminated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

If **you** have a **loss** at any time for which **we** make a payment under Comprehensive Coverage or Collision Coverage, then the most recent elected deductible will be restored for the subsequent policy period. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

Reductions and increases in the deductible under this provision shall apply to all **covered vehicles**.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for Loan/Lease Payoff Coverage for a **covered vehicle**, and the **covered vehicle** for which this coverage has been purchased sustains a **total loss**, **we** will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:

1. the actual cash value of the **covered vehicle** at the time of the **total loss** reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage; and
2. any greater amount the **owner** of the **covered vehicle** is legally obligated to pay under

a written loan or lease agreement to which the **covered vehicle** is subject at the time of the **total loss**, reduced by:

- a. unpaid finance charges or refunds due to the **owner** for such charges;
- b. excess mileage charges or charges for wear and tear;
- c. charges for extended warranties or refunds due to the **owner** for extended warranties;
- d. charges for credit insurance or refunds due to the **owner** for credit insurance;
- e. past due payments and charges for past due payments;
- f. collection or repossession expenses; and
- g. its salvage value if **you** retain the salvage.

However, **our** payment under this Loan/Lease Payoff Coverage shall not exceed twenty-five percent (25%) of the actual cash value of the **covered vehicle** at the time of the **total loss**.

INSURING AGREEMENT - FIRE DEPARTMENT SERVICE COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, **we** will pay up to an additional \$1,000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect a **covered vehicle** for which Comprehensive Coverage and Collision Coverage have been purchased.

INSURING AGREEMENT - EMERGENCY EXPENSE COVERAGE

If **you** pay the premium for Emergency Expense Coverage and a **loss** covered under Collision Coverage or Comprehensive Coverage occurs which:

1. renders the **covered vehicle** or **non-owned vehicle** inoperable;
2. requires the **covered vehicle** to be repaired; or
3. is one in which the **covered vehicle** is stolen; and such **loss** occurs more than fifty (50) miles from **your** residence shown on the **Declarations Page** or **you** have the Full Timer's Package, then, subject to the applicable limits of liability for

Emergency Expense Coverage, **we** will reimburse **your** reasonable expenses incurred for:

1. temporary living facilities;
2. transportation back to **your** residence;
3. the cost of returning the **covered vehicle** or **non-owned vehicle** to **your** residence, if **we** have not declared it a **total loss**; and
4. rental charges if **you** rent a motor vehicle from a rental agency or vehicle repair shop while the **covered vehicle** is being repaired.

You must provide **us** written proof of **your** expenses.

We will only pay for the above reasonable expenses incurred by **you** beginning on the date of **loss**, and ending:

1. when the **covered vehicle** or **non-owned vehicle** has been repaired or replaced; or
2. in the case of theft, when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired, or replaced.

Duplicate recovery for the same elements of damages is not permitted.

INSURING AGREEMENT - MEXICO COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, the policy territory described in the General Provisions of this policy is extended for Comprehensive Coverage and Collision Coverage to include a **loss** to a **covered vehicle** that occurs in Mexico or while the **covered vehicle** is being transported between Mexican ports, subject to the additional following conditions and restrictions:

1. this Mexico Coverage does not apply if liability insurance from a licensed Mexican insurance company is not in force at the time of **loss**;
2. **we** will only pay for repairs performed in the United States; and
3. **we** will not pay for repairs performed in Mexico.

If the **covered vehicle** cannot be driven as a result of a **loss** that occurs in Mexico, **we** will pay the cost of necessary towing and labor to return

the **covered vehicle** to the nearest point in the United States where repairs can be made.

MEXICO COVERAGE WARNING: MOTOR VEHICLE ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, MOTOR VEHICLE ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER. THE MEXICO COVERAGE PROVIDED UNDER THIS POLICY DOES NOT MEET MEXICAN MOTOR VEHICLE INSURANCE REQUIREMENTS. YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR MEXICO COVERAGE UNDER THIS POLICY TO APPLY.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for a **total loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **Declarations Page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial **loss** covered under this Part IV directly to the repair facility with **your** consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or

where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance that **we** provide for a **vehicle**, other than a **covered vehicle**, or for a **trailer** will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by, to, or through the **owner** of a **non-owned vehicle** or **trailer**; and
2. any other applicable physical damage insurance.

Any insurance **we** provide for a **loaner vehicle** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for **loss** arising out of **your** use of the **loaner vehicle**.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part IV, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay

our appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
2. labor on a **covered disabled vehicle** at the place of disablement.

If a **covered disabled vehicle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional mileage charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V, whether in the singular, plural, or possessive:

1. "**Covered disabled vehicle**" means a disabled vehicle that is:
 - a. a **covered vehicle** for which this coverage has been purchased;
 - b. any trailer or motor vehicle under one ton load capacity while being towed by a **covered vehicle** for which this coverage has been purchased; or
 - c. any motor vehicle under one ton load capacity that is customarily towed by a **covered vehicle** for which this coverage has been purchased, that becomes disabled while such **covered vehicle** is parked and being used as **your** residence.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;

- c. insufficient supply of fuel, oil, water, or other fluid;
- d. flat tire;
- e. lock-out; or
- f. entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART V.

This coverage does not apply to:

- 1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
- 2. installation of products or material not related to the disablement;
- 3. labor not related to the disablement;
- 4. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
- 5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
- 6. assistance with jacks, levelers, airbags, or awnings;
- 7. towing from a service station, garage, or repair shop;
- 8. labor or repair work performed at a service station, garage, or repair shop;
- 9. vehicle storage charges;
- 10. a second service call or tow for a single disablement;
- 11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
- 12. mounting or removing of snow tires or chains;
- 13. tire repair;
- 14. repeated service calls for a **covered disabled vehicle** in need of routine maintenance or repair; or
- 15. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled vehicle**.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the **business** of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will only reimburse reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
 2. labor on a **covered disabled vehicle** at the place of disablement;
- which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT - REPLACEMENT COST PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Replacement Cost Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** and **non-owned personal effects** which occurs while those items are located:

1. inside the **covered vehicle**; or
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

INSURING AGREEMENT - SCHEDULED PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Scheduled Personal Effects Coverage, **we** will pay for a **covered loss** to **scheduled personal effects** which occurs while those items are:

1. inside the **covered vehicle**;
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**;

3. inside a **secured storage location**; or
4. in any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover items of **scheduled personal effects**.

INSURING AGREEMENT - FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Full Timer's Secured Storage Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** inside a **secured storage location**.

ADDITIONAL DEFINITIONS

When used in this Part VI, whether in the singular, plural, or possessive:

1. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of this Part VI.
2. "**Non-owned personal effects**" means any personal property not owned by **you** or a **relative**, which is lawfully in the possession of **you** or a **relative**, other than:
 - a. self-propelled vehicles or watercraft;
 - b. deeds, documents, records, bills, money, coin collections, stamp collections, negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured person's permanent or primary residence other than the **covered vehicle**;
 - f. any property of **your** employees; and
 - g. animals (including birds and fish).
3. "**Personal effects**" means any personal property owned by **you** or a **relative** other than:
 - a. watercraft, golf carts or other self-propelled vehicles, except electric wheelchairs or

- other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
- b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
- c. any property used in a **business**;
- d. any property held for rental to others by **you** or a **relative**;
- e. any property located within the insured's permanent or primary residence other than the **covered vehicle**; and
- f. animals (including birds and fish).
- 4. "**Scheduled personal effects**" means any **personal effects** which have been listed with a declared value on the personal effects schedule contained in **our** records.
- 5. "**Secured storage location**" means a segregated portion of a building used in a commercial storage **business** where access to **your personal effects** is restricted to **you** or **your** designated representative by a locked:
 - a. door;
 - b. cage; or
 - c. wall.

COVERED LOSS

A **covered loss** under this Part VI must be caused by one or more of the following perils:

- 1. fire or lightning;
- 2. explosion, smoke, or charring;
- 3. windstorm, hail, earthquake, earth movement, volcanic explosion, lava flow, landslide, flood, rain, snow, sand, sleet or dust. However, this does not include **loss** to items in the **covered vehicle** or **secured storage location** caused by rain, snow, sand, sleet or dust unless the **covered vehicle** or **secured storage location** is first damaged by a direct, accidental force, creating an opening through which the rain, snow, sand, sleet or dust enters;
- 4. riot or civil commotion;
- 5. vandalism, but not when caused by, or at the direction of, **you** or a **relative**;

6. aircraft or missiles;
7. objects falling on:
 - a. the **covered vehicle**;
 - b. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects**, if not in the **covered vehicle**, but located on the parcel of real property that is:
 - (i) owned by **you** or reserved for **your** exclusive use; and
 - (ii) occupied by the **covered vehicle**; or
 - c. the **secured storage location**;
8. sudden impact caused by an animal;
9. any **loss** to unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** if caused by a **loss** to a **covered vehicle** for which Comprehensive Coverage or Collision Coverage is provided under Part IV - Damage To A Vehicle. This peril does not apply to Full Timer's Secured Storage Personal Effects Coverage; or
10. theft of:
 - a. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** from:
 - (i) inside:
 - (a) the **covered vehicle**;
 - (b) a trailer used with the **covered vehicle** while located on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**; or
 - (c) an enclosed structure owned by **you**, or reserved for **your** exclusive use, that is located on the parcel of real property occupied by the **covered vehicle**;
if the theft is supported by evidence of forcible entry; or
 - (ii) anywhere else on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**;
 - b. unscheduled **personal effects** or **scheduled personal effects** from a **secured storage location** if the theft is supported by evidence of forcible entry; and

- c. **scheduled personal effects** from any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**.

Loss caused by theft must be reported to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **loss**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VI.

Coverage under this Part VI does not apply for **loss**:

1. caused by birds, vermin, rodents, insects or other animals. However, this exclusion does not apply when a bird or animal causes a **loss** by collision or sudden impact;
2. for diminution of value;
3. that is confined to scorching, marring, scratching or breakage that is not a result of a **covered loss**;
4. due to theft of any of the following items while not in a **covered vehicle**, trailer, or an enclosed structure owned by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
5. due to theft of any of the following items while not in a **covered vehicle**, trailer, or an enclosed structure owned by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. all cameras and equipment used with cameras;
 - b. any jewelry, art, heirlooms, antiques, furs (including any article containing fur which represents its principal value), fine china and crystal;
 - c. personal computers, monitors, printers, word processors and data media used for personal purposes;

- d. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument; or
- e. silverware, silver-plated ware, goldware, gold-plated ware and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter).

However, this exclusion does not apply if **you** have paid the premium for:

- a. Scheduled Personal Effects Coverage, and the items are **scheduled personal effects** which:
 - (i) are stolen from a **secured storage location** if the theft is supported by evidence of forcible entry; or
 - (ii) are stolen from any other location within the policy territory specified in the General Provisions of this policy and no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**; or
 - b. Full Timer's Secured Storage Personal Effects Coverage, and such items are stolen from a **secured storage location** and the theft is supported by evidence of forcible entry;
- 6. caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;
 - 7. sustained while the **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply:
 - a. to shared-expense transportation pools; or
 - b. when a driver hired by **you** and listed in **our** records as a regular driver of a **covered vehicle** is operating that **covered vehicle** to transport **you** or a **relative**;
 - 8. arising out of or related to a **business**;

9. resulting in, arising out of or related to any of the following:
 - a. consequential damages;
 - b. the cost of recreating any records or documentation; or
 - c. **business** interruption;
10. that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice;
 - h. scorching, marring, scratching, or breakage of property. However, this exclusion does not apply to scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, lightning, or other **covered loss**; or
 - i. mechanical or electrical breakdown or failure.

This exclusion does not apply if the **loss** results from theft;
11. caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part VI;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
12. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if

such **loss** is caused by any other **loss** covered under this Part VI;

13. caused by the order of any governmental or civil authority to destroy, confiscate or seize any property otherwise covered under this Part VI because **you** or any **relative** engaged in illegal activities;
14. to any anti-sway, tow or torsion bars, tow hitch-
es, tow dollies, or other towing devices, that are covered under Part IV - Damage To A Vehicle;
15. to **scheduled personal effects** while located in **your** permanent or primary residence, other than a **covered vehicle**, if any other insurance applies to the **loss**;
16. to personal property, other than **scheduled personal effects**, while located in **your** permanent or primary residence, other than a **covered vehicle**; or
17. caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

1. Payments for **loss** covered under this Part VI:
 - a. are subject to a \$100 deductible that shall apply to each **loss**. However, no deductible shall apply under this Part VI if **you** have incurred a deductible under Part IV - Damage To A Vehicle in the same **loss**; and
 - b. shall be reduced by the property's salvage value if **you** or the **owner** retain the salvage.
2. The aggregate limit of liability for **loss** to unscheduled **personal effects** will be the lowest of:
 - a. the amount shown on the **Declarations Page** for:
 - (i) Replacement Cost Personal Effects Coverage; or

- (ii) Full Timer's Secured Storage Personal Effects Coverage;
whichever is applicable;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items;
 - d. if the **loss** occurs outside a **covered vehicle** to unscheduled **personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage;
 - e. \$500 per item; or
 - f. the applicable group limit set forth below.
3. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$1,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
- a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
 - c. trading cards, sports memorabilia, comic books, and other collectibles;
 - d. all cameras and equipment used with cameras;
 - e. jewelry, watches, gems, precious and semi-precious stones, art, heirlooms, antiques, and furs (including any article containing fur which represents its principal value); or
 - f. non-motorized recreational equipment, firearms, firearm related equipment, ammunition, and fishing, golf and skiing equipment.
4. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
- a. electronic data processing system equipment, including, but not limited to, personal computers, monitors, printers, word processors, data media used for person-

- al purposes and the recording or storage media used with that equipment;
 - b. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument;
 - c. silverware, silver-plated ware, goldware, gold-plated ware, fine china, crystal, and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
 - d. tools; or
 - e. if Full Timer's Secured Storage Personal Effects Coverage applies, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the additional following groups:
 - (i) household furnishings, including furniture, lamps, paintings and rugs;
 - (ii) appliances and other equipment used at, and in the normal maintenance of, a residence; or
 - (iii) lawn and garden equipment.
5. Subject to the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage, for **loss** to **non-owned personal effects**, **we** will pay the lowest of:
- a. the aggregate of \$500 per **loss** to **non-owned personal effects**;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items; or
 - d. if the **loss** occurs outside a **covered vehicle** to **non-owned personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage.
6. Subject to the limit of liability shown on the **Declarations Page** for Scheduled Personal Effects Coverage, for **loss** to **scheduled personal effects**, **we** will pay the lowest of:
- a. the cost of repairing the item or items;
 - b. the cost of replacing the item or items; or
 - c. the declared value for the item or items of **scheduled personal effects**.

The declared value of all **scheduled personal effects** must be supported by an appraisal for each item. **Loss** to an item of **scheduled personal effects** that does not have an appraisal will be treated as a **loss** to unscheduled **personal effects**.

7. Subject to all other applicable Limits of Liability, **our** limit of liability for **loss** to part of a pair or set, series of objects, pieces or panels is the lowest of:
 - a. the cost to repair or replace the part that restores the set to its appearance and function before the **loss**;
 - b. the difference between the actual cash value of the set before the **loss** and after the **loss**; or
 - c. the cost of a substitute portion that reasonably matches the rest of the set.**We** have no obligation to replace the entire set if a portion is lost or damaged.
8. Payments for **loss** under Replacement Cost Personal Effects Coverage and Scheduled Personal Effects Coverage will be excess over any **loss** paid or payable under Full Timer's Shed Contents Coverage in Part VII - Full Timer's Package.
9. No one will be entitled to duplicate payment for the same elements of **loss**.

OTHER INSURANCE

If there is other similar insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance **we** provide under this Part VI will be excess over any other collectible source of recovery including, but not limited to, any coverage provided by homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep

all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property. **We** may make payment for a partial **loss** covered under this Part VI directly to the repair facility with **your** consent.

NO BENEFIT TO BAILEE

Coverage under this Part VI will not directly or indirectly benefit any carrier or other bailee for hire.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part VI, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART VII - FULL TIMER'S PACKAGE

INSURING AGREEMENT - FULL TIMER'S PACKAGE

If **you** pay the premium for the Full Timer's Package, subject to the Limits of Liability for each coverage, **we** will provide Full Timer's Personal Liability Coverage, Full Timer's Medical Payments Coverage, Full Timer's Loss Assessment Coverage, and Full Timer's Shed Contents Coverage.

INSURING AGREEMENT - FULL TIMER'S PERSONAL LIABILITY COVERAGE

Subject to the Limits of Liability for Full Timer's Personal Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part VII. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs on an **insured location** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

INSURING AGREEMENT - FULL TIMER'S MEDICAL PAYMENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses for medical and funeral services incurred within three (3) years from the date of an **accident** or **occurrence** by any person, other than **you** or a **relative**, who sustains **bodily injury**:

1. while on an **insured location** with **your** express or implied permission; or
2. while off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location**;
 - b. is caused by the activities of **you** or a **relative**; or
 - c. is caused by any animal owned by or in the care of **you** or a **relative**.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**.

Any payment made under Full Timer's Medical Payments Coverage is not an admission of liability.

INSURING AGREEMENT - FULL TIMER'S LOSS ASSESSMENT COVERAGE

Subject to the Limits of Liability for Full Timer's Loss Assessment Coverage, **we** will pay up to \$5,000 for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of property owners, when the assessment is made as a result of:

1. direct **loss** to property owned by all members collectively, from a cause of **loss** not excluded under Part IV - Damage To A Vehicle; or
2. liability for an act of a director, officer or trustee while acting as a director, officer or trustee, provided:
 - a. the director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - b. the director, officer or trustee serves without deriving any income from the exercise of

duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of the **insured location**.

We do not cover loss assessments charged against **you**, or a corporation or association of property owners, by any governmental body.

INSURING AGREEMENT - FULL TIMER'S SHED CONTENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Shed Contents Coverage, **we** will pay up to \$5,000 for a **covered loss to personal effects** while inside a **shed**, regardless of the location of the **covered vehicle**. However, no coverage will be provided under Full Timer's Shed Contents Coverage for:

1. **personal effects** covered under Scheduled Personal Effects Coverage; or
2. any **loss** excluded under Part VI - Personal Effects Coverage.

ADDITIONAL DEFINITIONS

When used in this Part VII, whether in the singular, plural, or possessive:

1. "**Aircraft**" means any contrivance or device used for flight, parachuting, gliding or soaring. However, "**aircraft**" does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of Part VI - Personal Effects Coverage.
3. "**Dead storage**" means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
4. "**Insured location**" means:
 - a. the place where a **covered vehicle** is parked off public roads and being used as **your** primary residence;
 - b. the portion of vacant land **owned** by or rented to **you**, other than farm land, upon

which a **covered vehicle** is regularly parked; or

- c. any part of the premises that is not:
 - (i) **owned by you**; nor
 - (ii) rented to **you** for **business** purposes; but only if and while **you** are residing in a **covered vehicle** on such premises.

5. **“Insured person”** means:

- a. **you** or a **relative**;
- b. any person or organization legally responsible for animals or watercraft owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
- c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle on an **insured location** with **your** express or implied permission.

6. **“Motor vehicle”** means:

- a. a **covered vehicle**, except while it is parked off public roads and is being used as **your** residence;
- b. any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
- c. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
- d. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
- e. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, **“motor vehicle”** does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** on an **insured location**;

- (ii) used to service an **insured location**; or
 - (iii) designed for assisting the physically impaired;
 - b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and on an **insured location**; or
 - c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
- 7. **“Occurrence”** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
- 8. **“Personal effects”** means any personal property owned by **you** or a **relative** other than:
 - a. watercraft, golf carts or other self-propelled vehicles, except electric wheelchairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured’s permanent or primary residence other than a **covered vehicle**; and
 - f. animals (including birds and fish).
- 9. **“Property damage”** means physical damage to, or destruction or loss of use of, tangible property.
- 10. **“Shed”** means a non-commercial building specifically designed for storage which:
 - a. is owned, rented, or leased by **you**;

- b. contains **personal effects**; and
- c. is restricted to **you** or **your** designated representative by a locked door.

"Shed" does not include a building used in a commercial storage **business**.

11. **"Usual and customary charge"** means an amount which **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VII.

Coverage under this Part VII does not apply to:

- 1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
- 2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
- 3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**; that is not an **insured location**;

4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following dis-

eases transmitted wholly or in part by the actions of an **insured person**:

- a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
- a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
23. **bodily injury** to an **insured person**;
24. any fines or penalties; or
25. **bodily injury** or **property damage** arising out

of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:

- a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
- b. wet or dry rot;
- c. rust; or
- d. dampness of atmosphere, extremes of temperature, or deterioration.

However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part VII.

None of these exclusions shall apply to **loss** under Full Timer's Shed Contents Coverage.

LIMITS OF LIABILITY

With respect to Full Timer's Personal Liability Coverage, the following provisions apply:

1. The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.
2. If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident** or **occurrence**.
3. If **your Declarations Page** shows a split limit:
 - a. the amount shown for "each person" is

the most **we** will pay for all damages due to a **bodily injury** to one person;

- b. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident** or **occurrence**; and
 - c. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident** or **occurrence**.
4. The “each person” limit of liability includes the total of all claims made for **bodily injury** against an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

With respect to Full Timer’s Medical Payments Coverage, the following provisions apply:

1. Subject to **our** aggregate limit of \$50,000 for all persons injured in any one **accident** or **occurrence**, **we** will pay up to \$5,000 to each person injured in any one **accident** or **occurrence**. This is the most **we** will pay regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.
2. Any amount payable shall be reduced by any amount paid under Part II - Personal Injury Protection Coverage.

With respect to Full Timer’s Loss Assessment Coverage, regardless of the number of assessments, the limit of \$5,000 is the most **we** will pay as a result of:

1. one **accident**, including continuous or repeat-

ed exposure to substantially the same general harmful conditions;

2. any one **loss**; or
3. a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

With respect to Full Timer's Shed Contents Coverage, the Limits of Liability under Part VI - Personal Effects Coverage shall apply, not to exceed \$5,000.

No one will be entitled to duplicate payments for the same elements of damages.

No coverage is provided under this Part VII for **bodily injury** or **property damage** covered under Part I - Liability To Others or Part II - Personal Injury Protection Coverage.

OTHER INSURANCE

Any coverage **we** provide under this Part VII is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under Full Timer's Personal Liability Coverage in this Part VII, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Full Timer's Personal Liability Coverage. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART VIII - VACATION LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Vacation Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part VIII. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** Limit of Liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence** arising out of the ownership, maintenance, or use of a **covered vehicle** while being used as, and at, a **temporary residence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;

- for **property damage** to property of others caused by an **insured person** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

ADDITIONAL DEFINITIONS

When used in this Part VIII, whether in the singular, plural, or possessive:

1. **"Aircraft"** means any contrivance or device used for flight, parachuting, gliding or soaring. However, **"aircraft"** does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. **"Dead storage"** means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
3. **"Insured person"** means:
 - a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft that are owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle at a **temporary residence** with **your** express or implied permission.
4. **"Motor vehicle"** means:
 - a. a **covered vehicle**, except while it is parked off public roads and is being used as **your temporary residence**;
 - b. any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - c. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
 - d. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or

- other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
- e. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, “**motor vehicle**” does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
- (i) in **dead storage** at a **temporary residence**;
 - (ii) used to service a **temporary residence**; or
 - (iii) designed for assisting the physically impaired;
- b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
- (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and at a **temporary residence**; or
- c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
5. “**Occurrence**” means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
6. “**Property damage**” means physical damage to, or destruction or loss of use of, tangible property.
7. “**Temporary residence**” means a residence or premises that is away from, and not used as, **your** permanent or primary residence. A “**temporary residence**” includes a parcel of real property that is:
- a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART VIII.

Coverage under Part VIII does not apply to:

1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**; that is not a **temporary residence**;
4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be

- provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
 9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
 10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
 11. any liability assumed by an **insured person** under any contract or agreement;
 12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
 13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
 14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
 15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
 16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;

17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
23. **bodily injury** to an **insured person**;
24. any fines or penalties; or
25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or

- (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbe;
- b. wet or dry rot;
- c. rust; or
- d. dampness of atmosphere, extremes of temperature, or deterioration.

However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part VIII.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:

- 1. claims made;
- 2. **covered vehicles**;
- 3. **insured persons**;
- 4. lawsuits brought;
- 5. vehicles involved in an **accident** or **occurrence**; or
- 6. premiums paid.

The amount shown on the **Declarations Page** is the most **we** will pay under this Part VIII for the total of all damages resulting from any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

No coverage is provided under this Part VIII for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

Any insurance **we** provide under this Part VIII is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part VIII, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part VIII. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART IX - SCHEDULED MEDICAL BENEFITS - VACATION RESIDENCE COVERAGE

INSURING AGREEMENT

Subject to the Schedule of Benefits, if **you** pay the premium for Scheduled Medical Benefits - Vacation Residence Coverage, **we** will pay for a **qualified bodily injury**:

1. sustained by **you**; and
2. caused by an **accident** while using a **covered vehicle** as a residence;

if **you** seek treatment for the **qualified bodily injury** within one hundred and eighty (180) days of the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part IX, whether in the singular, plural, or possessive:

1. “**Loss of ability to work**” means that **you** have been unable to work for twelve (12) consecutive months after the date **you** sustained a **qualified bodily injury**, in a profession, business or occupation for which **you** are qualified and capable of performing by virtue of **your** education, vocational training, and experience. **Loss of ability to work** coverage applies only to **you**.
2. “**Loss of eye**” means the irreversible loss of the entire sight of **your** eye.
3. “**Loss of foot**” means complete severance through or above **your** ankle joint.

- 4. **“Loss of hand”** means complete severance through or above **your** wrist.
- 5. **“Qualified bodily injury”** means physical injury, including death that results from physical injury, which is caused by an **accident** and which is of a type listed on the Schedule of Benefits below.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IX.

Coverage under this Part IX does not apply to a **qualified bodily injury**:

- 1. which is self-inflicted;
- 2. which results from **your** illegal activity;
- 3. due to war, or hostile or war-like action in time of peace or war, whether declared or undeclared;
- 4. due to nuclear action which means a nuclear reaction, radiation or radioactive contamination;
- 5. arising while a **covered vehicle** is being operated on public roads; or
- 6. arising out of the use of a **covered vehicle** in connection with **your business**.

SCHEDULE OF BENEFITS

Qualified Bodily Injury	Limits of Liability		
	<u>Named Insured</u>		
	&		
	<u>Named Insured</u>	<u>Spouse</u>	<u>Spouse</u>
Loss of life	\$35,000		\$10,000
Loss of both hands or both feet		\$10,000	
Loss of one hand and one foot		\$10,000	
Loss of both eyes		\$10,000	
Loss of one eye and one hand or one foot		\$10,000	
Loss of one hand or one foot		\$5,000	
Loss of one eye		\$5,000	
Loss of ability to work		\$10,000	

This coverage is limited as follows:

1. The most **we** will pay for Loss of Life of both the named insured and the named insured's spouse is \$45,000.
2. If more than one **qualified bodily injury** is sustained by the named insured or by the spouse of the named insured in one **accident**, the most **we** will pay for that person's **qualified bodily injuries**, other than Loss of Life, is \$10,000.
3. If Loss of Life benefits are claimed with respect to an individual, no claim can be made under Scheduled Medical Benefits - Vacation Residence Coverage for another **qualified bodily injury** to that individual if the Loss of Life and the other **qualified bodily injury** were caused by the same **accident**.

The Limits of Liability shown above are the most **we** will pay for any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations Page** and which occur within any state, territory, or possession of the United States of America, or any province or territory of Canada, or while a **covered vehicle, non-owned vehicle**, or trailer is being transported between their ports. If the Mexico Coverage provision extends Comprehensive Coverage or Collision Coverage to a **loss**, the territory shall extend to Mexico and transportation between its ports, but only to the extent described under Part IV - Damage To A Vehicle.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), the **Declarations Page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived, except by an endorsement issued by **us**.

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any resident operators are added or deleted; or
3. **you** acquire an additional or replacement **vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number, type, or use classification of **covered vehicles**;
2. operators using **covered vehicles**;
3. an operator's marital status;
4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with such legal requirements. All other provisions shall be given

full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy may not be transferred to another person without **our** written consent. If a named insured dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy if **you** or an insured person:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. **We** may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an **accident** or **loss**. However, if **we** make a payment, the insured person must reimburse **us**. If **we** void this policy, this shall not affect coverage under Part I - Liability To Others of this policy for an **accident** that occurs before **we** notify the named insured that the policy is void. No payment will be made to any person who concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

We may deny coverage for an **accident** or **loss** if **you** or an insured person have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

A charge may be added to **your** account if:

1. **you** tender a check, draft, or any remittance other than cash to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the check, draft, or remittance is returned to **us** or refused because of insufficient funds, a closed account, or a stop payment order; or
2. **your** premium payment is received after the due date but prior to the effective date of cancellation of this policy for nonpayment of premium.

CANCELLATION

You may cancel this policy by calling, writing, or sending an electronic communication to **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason within the first fifty-nine (59) days of the initial policy period.

After this policy is in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud, or misrepresentation by **you** of any material fact, in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. loss of driving privileges during the policy period, or, if this is a renewal policy, during the policy period or the one hundred and eighty (180) days immediately preceding the effective date of renewal, through suspension or revocation of **your** operator's license or motor vehicle registration, or the license or registration of any other operator who either resides in the same household as **you** or who customarily operates a **covered vehicle**. However, **we** will not cancel **your** policy solely due to an administrative revocation or suspension of an operator's license pursuant to Arkansas Code § 5-65-104;
4. **you** or any driver of a **covered vehicle** have been convicted of:
 - a. driving while intoxicated;
 - b. homicide or assault arising out of the use of a motor vehicle; or
 - c. three separate convictions of speeding or reckless driving, or any combination of the two, during the policy period or the three (3) months prior to the effective date of the policy; or
5. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

A minimum earned premium of \$50 shall apply if this policy is canceled at **your** request or canceled due to nonpayment of premium. This amount will not be refunded to **you**.

If **we** cancel this policy for a reason other than nonpayment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, or if cancellation is for nonpayment of premium, any refund due will be computed on a ninety percent (90%) of a daily pro-rata basis, and subject to the minimum earned premium. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**.

COVERAGE CHANGES

If **we** make a change which broadens a coverage **you** have under this edition of **your** policy,

without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative** or any other insured person following an **accident**, or an alleged breach of **our** obligations under this policy, must be commenced within the time period set forth as the bodily injury statute of limitations in the laws of the state listed in **our** records as **your** principal address.

We may not be sued for payment under Part I - Liability To Others, Part VII - Full Timer's Package or Part VIII - Vacation Liability Coverage until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her **loss**. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part IV - Damage To A Vehicle.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and the amount remaining after the insured person has been fully compensated for his or her **loss** will be reimbursed to **us** to the extent of **our** payment. However, this shall not apply to payment by **us** under any Accidental Death Benefits Coverage provided under Part II - Personal Injury Protection Coverage of this policy.

If recovery is made by an insured person under this policy from a responsible person, entity, or organization without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

Our right of recovery does not apply to underinsured motorist benefits if:

1. the **insured person** sends **us** written notice, in accordance with the requirements of Part III - Uninsured/Underinsured Motorist Coverage, of any tentative settlement agreement reached with the **owner** or operator of an **underinsured motor vehicle**, or such person's liability insurer; and
2. **we** fail to pay the sum offered in settlement to the **insured person** by the **owner** or operator of the **underinsured motor vehicle**, or that person's liability insurer, within thirty (30) days of **our** receipt of such notice.

Our right of recovery does not apply to underinsured motorist benefits to the extent of any payment **we** have made to the **insured person** under a policy of liability insurance issued by **us** to the **owner** or operator of an **underinsured motor vehicle**.

If **we** elect to exercise **our** rights of recovery against a responsible person, entity, or orga-

nization, **you** authorize **us**, at **our** option, to recover any deductible incurred by **you** for property damage covered by this policy. **We** have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by **you** and the amount **we** have paid for property damage. If **you** or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by **us**, then:

1. a separate or independent legal action may be filed by **you** or that insured person; or
2. the claims may be joined with **our** action if that person notifies **us** and secures separate counsel to protect those other interests.

We reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. **You** are entitled to reimbursement of **your** proportionate share of any recovery. However, **your** recovery is subject to a reduction for **your** proportionate share of any expenses and fees of an outside attorney incurred in connection with these collection efforts.

OUR RIGHTS TO INSPECT

We, and any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports or recommendations on **our** behalf, have the right to:

1. make inspections and surveys after providing **you** with reasonable notice;
2. provide **you** reports related to any conditions that **we** identify with respect to a **covered vehicle** or property; and
3. recommend changes with respect to any identified conditions.

This does not mean that **we** or any entity acting on **our** behalf:

1. make safety inspections;
2. undertake to perform the duty of any person

or organization to provide for the health or safety of workers or the public;

3. warrant or represent that conditions are safe or healthful; or
4. warrant or represent that conditions comply with laws, regulations, codes or standards.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an insured person under any of the liability coverages in this policy is returned unsatisfied because of the insolvency or bankruptcy of the insured person, the person claiming payment for damages under the applicable liability coverage may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability for that coverage.

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**ARKANSAS
TRAVEL TRAILER
POLICY**

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ARKANSAS TRAVEL TRAILER POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Notify Us As Soon As Practicable

If a person or vehicle covered by this policy is involved in an **accident, loss** or occurrence for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by calling **us** at **1-800-274-4499**.

For coverage to apply under this policy, you or an insured person must promptly report each accident, loss or occurrence even if an insured person is not at fault.

You or an insured person should provide **us** with the following **accident, loss** or occurrence information as soon as it is available:

- time;
- place;
- circumstances of the **accident, loss** or occurrence (for example, how the **accident** happened and weather conditions);
- names and addresses of all persons involved;
- names and addresses of any witnesses; and
- the license plate numbers and descriptions of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

- the owner or operator of a vehicle involved in the **accident** cannot be identified;
- an **accident** which must be reported under state law has occurred; or
- theft or vandalism has occurred.

For coverage to apply under this policy, a person claiming coverage must:

- cooperate with **us** in any matter concerning a claim or lawsuit;
- provide any written proof of loss **we** may reasonably require;
- allow **us** to take signed or recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- promptly send **us** any and all legal papers relating to any claim or lawsuit;
- attend hearings and trials as **we** require;
- take reasonable steps at and after the time of **loss** to protect the **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, from further **loss**. **We** will pay reasonable expenses incurred in providing this protection. If **you** fail to do so, any further damages will not be covered under this policy;
- prepare an inventory of all damaged or stolen personal property, setting forth, in detail, the quantity, description, age, replacement cost, actual cash value, and amount of the damage or **loss**. All bills, receipts and related documents that support the values described in the inventory must be included if reasonably available;
- allow **us** to have the damaged **covered vehicle, non-owned vehicle**, or any other property that may be covered under this policy, inspected and appraised before its repair or disposal;
- submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- authorize **us** to obtain medical and other records.

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface, whether in the singular, plural, or possessive, will have the following meaning:

1. “**Accident**” means a sudden, unexpected, and unintended occurrence.
2. “**Bodily injury**” means bodily harm, sickness, or disease, including death that results from bodily

harm, sickness, or disease. **“Bodily injury”** does not include any sickness or disease which is transmitted by an insured person through personal or sexual contact.

3. **“Business”** includes a trade, profession, or occupation.
4. **“Covered vehicle”** means:
 - a. any **vehicle** shown on the **Declarations Page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
 - b. any additional **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) **we** insure all **vehicles owned** by **you**; and
 - (iii) no other insurance policy provides coverage for that **vehicle**.

If **we** provide coverage for a **vehicle you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, that **we** provide for any **vehicle** shown on the **Declarations Page**. **We** will provide that coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**. If the broadest coverage is Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the additional **vehicle** instead of these coverages. If **you** add any other coverage to this policy or increase **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits; and

- c. any replacement **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) the **vehicle** that **you** acquire replaces

one shown on the **Declarations Page**;
and

- (iii) no other insurance policy provides coverage for that **vehicle**.

If the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**, it will have the same coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, as the **vehicle** it replaces. If the replaced **vehicle** had Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **we** will provide basic Comprehensive and Collision Coverage for the replacement **vehicle** instead of these coverages. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part I - Damage To A Vehicle. If the replaced **vehicle** did not have coverage under Part I - Damage To A Vehicle, or **you** want to insure the replacement **vehicle** with Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, **you** may ask **us** to add such coverage for the replacement **vehicle**. However, if **you** add any of these coverages, coverage will not become effective until after **you** ask **us** to add it. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.

- 5. "**Declarations Page**" means the document from **us** listing:
 - a. the types of coverage **you** have elected;
 - b. the limit for each coverage;
 - c. the cost for each coverage;
 - d. the specified **vehicles** covered by this policy; and
 - e. other information applicable to this policy.
- 6. "**Loss**" means sudden, direct, and accidental loss or damage.
- 7. "**Non-owned vehicle**" means any **vehicle** that is not **owned** by:
 - a. **you**;
 - b. a **relative**;
 - c. any other resident of **your** household; or

- d. the named insured's non-resident spouse; and is in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**.
- 8. **"Occupying"** means in, on, entering, or exiting.
- 9. **"Owned"** means the person:
 - a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
- 10. **"Owner"** means any person who, with respect to property:
 - a. holds legal title to the property;
 - b. has legal possession of the property that is subject to a written security agreement with an original term of six (6) months or more; or
 - c. has legal possession of the property that is leased to that person under a written agreement for a continuous period of six (6) months or more.
- 11. **"Pollutant"** means all pollutants and contaminants, including, but not limited to, any:
 - a. solid, liquid, gaseous, bacterial, organic or thermal irritant or contaminant;
 - b. smoke, vapor, soot, or fumes;
 - c. acids, alkalis, chemicals, or metals, including, but not limited to, lead or any material containing lead;
 - d. poisons;
 - e. sewage or waste, including materials to be recycled, reconditioned or reclaimed;
 - f. substances, including, but not limited to, asbestos or any material containing asbestos;
 - g. odors; or
 - h. compounds;even if now or previously recognized as having a safe or useful purpose. The term **"pollutant"** includes residential, recreational, work-site, and commercial pollution or contamination.
- 12. **"Property damage"** means physical damage to, or destruction or loss of use of, tangible property.
- 13. **"Punitive or exemplary damages"** means

damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

14. **“Relative”** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, step-child, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents if they intend to continue to reside in **your** household.
15. **“Vehicle”** means a non-motorized trailer which is designed to be towed on public roads by a land motor vehicle, and including its permanently attached equipment, that:
 - a. has built-in cooking and sleeping facilities; and
 - b. is designed for recreational and camping use.
16. **“We”, “Us”, and “Our”** mean the company providing the insurance, as shown on the **Declarations Page**.
17. **“You” and “Your”** mean:
 - a. a person or persons shown as a named insured on the **Declarations Page**; and
 - b. the spouse of a named insured if residing in the same household.

PART I - DAMAGE TO A VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay for **loss** to:

1. a **covered vehicle** for which Collision Coverage has been purchased; or
2. a **non-owned vehicle**;

when it overturns or is in a collision with another object, subject to the Limits of Liability.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If **you** pay the premium for Comprehensive Coverage, **we** will pay for a comprehensive **loss** to:

1. a **covered vehicle** for which Comprehensive Coverage has been purchased; or
 2. a **non-owned vehicle**;
- subject to the Limits of Liability.

A comprehensive **loss** is a **loss** to a **covered vehicle** or **non-owned vehicle**, other than a **loss** covered under Collision Coverage, including, but not limited to, **loss** caused by any of the following:

1. impact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, or flood.

If **we** can pay the **loss** under either Comprehensive Coverage or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

ADDITIONAL DEFINITIONS

When used in this Part I, whether in the singular, plural, or possessive:

1. “**Agreed value**” means the “agreed value” as shown on the **Declarations Page**.
2. “**Market value**” means the “market value” as shown on the **Declarations Page**.
3. “**Purchase price**” means the “purchase price” as shown on the **Declarations Page**.
4. “**Total loss**” means:
 - a. the theft of the **vehicle** if the **vehicle** is not recovered within thirty (30) days; or
 - b. any other **loss** to the **vehicle** that is payable under this Part I if the actual cash value of the **vehicle** at the time of the **loss**, when reduced by the salvage value after the **loss**, is less than the anticipated costs if the **vehicle** is repaired (including parts and labor).

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I does not apply for **loss**:

1. to a **covered vehicle** or **non-owned vehicle** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products;

2. to a **non-owned vehicle** if being maintained or used by a person while employed or engaged in any **business**;
3. to a **covered vehicle** or **non-owned vehicle** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
4. to a **covered vehicle** or **non-owned vehicle** due to a nuclear reaction or radiation;
5. to a **covered vehicle** or **non-owned vehicle** for which insurance is afforded under a nuclear energy liability insurance contract;
6. caused by the order of any governmental or civil authorities to destroy, confiscate or seize a **covered vehicle** or **non-owned vehicle** because **you** or any **relative** engaged in illegal activities;
7. to a **covered vehicle** or **non-owned vehicle** caused by an intentional act by **you**, a **relative**, or the **owner** of the **non-owned vehicle**, or at the direction of **you**, a **relative**, or the **owner** of the **non-owned vehicle**;
8. to a **covered vehicle** or **non-owned vehicle** that is due and confined to:
 - a. wear and tear;
 - b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice on a **vehicle**;
 - h. scorching, marring, scratching, or breakage of internal equipment or furnishings whether permanently attached or not. However, this exclusion does not apply to:
 - (i) scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning; or
 - (ii) breakage of glass which is permanently a part of or attached to the **covered vehicle**;
 - i. mechanical or electrical breakdown or failure; or
 - j. road damage to tires.

This exclusion does not apply if the damage results from the theft of a **covered vehicle** or **non-owned vehicle**;

9. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this Part I;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
10. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part I;

11. due to theft or conversion of a **covered vehicle** or **non-owned vehicle**:
 - a. by **you**, a **relative**, or any resident of **your** household; or
 - b. prior to its delivery to **you** or a **relative**;
12. to equipment, devices, accessories, or any other personal property not permanently installed in or attached to a **vehicle**. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and

- d. CB radios, telephones, two-way mobile radios, televisions, VCRs, DVD players, computers, or PDAs;
- 13. to a **covered vehicle** while it is leased or rented to others;
- 14. to a **covered vehicle** or **non-owned vehicle** for diminution of value;
- 15. other than an impact **loss** to a **covered vehicle** or **non-owned vehicle**, caused by birds, vermin, rodents, insects or other animals; or
- 16. to a **covered vehicle** or **non-owned vehicle** caused directly or indirectly by:
 - a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts.

LIMITS OF LIABILITY

- 1. The limit of liability for **loss** to a **covered vehicle** or **non-owned vehicle** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by:
 - (i) the applicable deductible shown on the **Declarations Page**; and
 - (ii) its salvage value if **you** or the **owner** retain the salvage;
 - c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **Declarations Page**; or
 - d. the **market value**, reduced by its salvage value if **you** or the **owner** retain the salvage.

2. If **you** purchase Total Loss Replacement/Purchase Price Coverage, then subsection 1 above shall not apply for a **vehicle** that sustains a **total loss**, and the limit of liability for Total Loss Replacement/Purchase Price Coverage shall apply.
3. If **you** purchase Agreed Value Coverage, then subsection 1 above shall not apply and the limit of liability for Agreed Value Coverage shall apply.
4. Payments for **loss** covered under this Part I are subject to the following provisions:
 - a. no more than one deductible shall be applied to any one covered **loss**;
 - b. if coverage applies to a **non-owned vehicle**, **we** will provide the broadest coverage, other than Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage, applicable to any **vehicle** shown on the **Declarations Page**. However, the highest deductible on any **covered vehicle** shall apply;
 - c. an adjustment for physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the Limits of Liability. However, this shall not apply to a **total loss** if the **covered vehicle** is covered by Total Loss Replacement/Purchase Price Coverage or Agreed Value Coverage;
 - d. in determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, re-manufactured, or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment;

- e. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs;
 - f. duplicate recovery for the same elements of damages is not permitted; and
 - g. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.
- 5. If more than one **vehicle** is shown on the **Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **vehicle**.
 - 6. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.
 - 7. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT/PURCHASE PRICE COVERAGE

If there is a **total loss** to a **covered vehicle** and **you** have purchased Total Loss Replacement/Purchase Price Coverage for that **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part I will not apply to that **total loss** and the following shall apply:

- 1. The limit of liability for a **covered vehicle** for which Total Loss Replacement/Purchase Price Coverage was purchased is as follows:
 - a. when the **covered vehicle** is, at the time of **loss**, the current model year, or the first through fourth preceding model year, the applicable limit of liability will be:
 - (i) if **you** choose to replace the **covered vehicle**, the cost, as determined by **us**, of a new vehicle that:
 - (a) has not previously had a title

issued or recorded to any person or entity, other than a dealer or manufacturer; and

- (b) is, to the extent possible, the same make, class, size, and type, and which contains reasonably similar equipment to the **covered vehicle**; or
- (ii) if **you** choose not to replace the **covered vehicle**, the **purchase price**; or
- b. when the **covered vehicle** is, at the time of **loss**, the fifth preceding model year or older, the applicable limit of liability will be the **purchase price**.

All applicable limits of liability are subject to an adjustment for the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

INSURING AGREEMENT - AGREED VALUE COVERAGE

If **you** purchase Agreed Value Coverage under this Part I for a **covered vehicle**, then subsection 1 of the Limits of Liability provision under this Part I shall not apply and the following provision shall apply to a **loss** to that **covered vehicle**:

1. The limit of liability for a **loss** to a **covered vehicle** for which Agreed Value Coverage was purchased is as follows:
 - a. for a **total loss** to a **covered vehicle** which has an **agreed value** supported by the proper documentation, **our** limit of liability is the **agreed value**, reduced by its salvage value if **you** or the **owner** retain the salvage; and
 - b. for a **loss** other than a **total loss** to a **covered vehicle**, or for a **total loss** where the **agreed value** is not supported by proper documentation, **our** limit of liability is the lowest of:
 - (i) the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;

- (ii) the amount necessary to replace the stolen or damaged property, reduced by:
 - (a) the applicable deductible as shown on the **Declarations Page**; and
 - (b) its salvage value if **you** or the **owner** retain the salvage;
- (iii) the amount necessary to repair the stolen or damaged property to its pre-loss condition, reduced by the applicable deductible as shown on the **Declarations Page**; or
- (iv) the **agreed value**, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retain the salvage.

“Proper documentation” is the documentation required by **us** to support the **agreed value** for a **covered vehicle**.

INSURING AGREEMENT - DISAPPEARING DEDUCTIBLES

If **you** pay the premium for Disappearing Deductibles, then the following is added to the Limits of Liability provision under this Part I of **your** policy:

If, during any policy period, **you** do not have a **loss** under Comprehensive Coverage or Collision Coverage for which **we** have paid any amount, then:

1. any deductible for Comprehensive Coverage and Collision Coverage shall be reduced for the following policy period by twenty-five percent (25%); and
2. no deductible for Comprehensive Coverage and Collision Coverage will apply for the fifth policy period and thereafter if **you** do not have any **losses** during the previous four (4) consecutive policy periods.

If **you** change the deductible amount for Comprehensive Coverage or Collision Coverage on any **covered vehicle** at any time, then all previously applied reductions will be eliminated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

If **you** have a **loss** at any time for which **we** make a payment under Comprehensive Coverage or Collision Coverage, then the most recent elected deductible will be restored for the subsequent policy period. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

Reductions and increases in the deductible under this provision shall apply to all **covered vehicles**.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for Loan/Lease Payoff Coverage for a **covered vehicle**, and the **covered vehicle** for which this coverage has been purchased sustains a **total loss**, **we** will pay, in addition to any amounts otherwise payable under this Part I, the difference between:

1. the actual cash value of the **covered vehicle** at the time of the **total loss** reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage; and
2. any greater amount the **owner** of the **covered vehicle** is legally obligated to pay under a written loan or lease agreement to which the **covered vehicle** is subject at the time of the **total loss**, reduced by:
 - a. unpaid finance charges or refunds due to the **owner** for such charges;
 - b. excess mileage charges or charges for wear and tear;
 - c. charges for extended warranties or refunds due to the **owner** for extended warranties;
 - d. charges for credit insurance or refunds due to the **owner** for credit insurance;
 - e. past due payments and charges for past due payments;
 - f. collection or repossession expenses; and
 - g. its salvage value if **you** retain the salvage.

However, **our** payment under this Loan/Lease Payoff Coverage shall not exceed twenty-five percent (25%) of the actual cash value of the **covered vehicle** at the time of the **total loss**.

INSURING AGREEMENT - FIRE DEPARTMENT SERVICE COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, **we** will pay up to an additional \$1,000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect a **covered vehicle** for which Comprehensive Coverage and Collision Coverage have been purchased.

INSURING AGREEMENT - EMERGENCY EXPENSE COVERAGE

If **you** pay the premium for Emergency Expense Coverage and a **loss** covered under Collision Coverage or Comprehensive Coverage occurs which:

1. renders the **covered vehicle** or **non-owned vehicle** inoperable;
 2. requires the **covered vehicle** to be repaired; or
 3. is one in which the **covered vehicle** is stolen;
- and such **loss** occurs more than fifty (50) miles from **your** residence shown on the **Declarations Page** or **you** have the Full Timer's Package, then, subject to the applicable limits of liability for Emergency Expense Coverage, **we** will reimburse **your** reasonable expenses incurred for:
1. temporary living facilities;
 2. transportation back to **your** residence; and
 3. the cost of returning the **covered vehicle** or **non-owned vehicle** to **your** residence, if **we** have not declared it a **total loss**.

You must provide **us** written proof of **your** expenses.

We will only pay for the above reasonable expenses incurred by **you** beginning on the date of **loss**, and ending:

1. when the **covered vehicle** or **non-owned vehicle** has been repaired or replaced; or
2. in the case of theft, when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired, or replaced.

Duplicate recovery for the same elements of damages is not permitted.

INSURING AGREEMENT - MEXICO COVERAGE

If **you** purchase Comprehensive Coverage and Collision Coverage, the policy territory described in the General Provisions of this policy is extended for Comprehensive Coverage and Collision Coverage to include a **loss** to a **covered vehicle** that occurs in Mexico or while the **covered vehicle** is being transported between Mexican ports, subject to the additional following conditions and restrictions:

1. this Mexico Coverage does not apply if liability insurance from a licensed Mexico insurance company is not in force at the time of **loss**;
2. **we** will only pay for repairs performed in the United States; and
3. **we** will not pay for repairs performed in Mexico.

If the **covered vehicle** cannot be driven as a result of a **loss** that occurs in Mexico, **we** will pay the cost of necessary towing and labor to return the **covered vehicle** to the nearest point in the United States where repairs can be made.

MEXICO COVERAGE WARNING: MOTOR VEHICLE ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, MOTOR VEHICLE ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER. THE MEXICO COVERAGE PROVIDED UNDER THIS POLICY DOES NOT MEET MEXICAN MOTOR VEHICLE INSURANCE REQUIREMENTS. YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR MEXICO COVERAGE UNDER THIS POLICY TO APPLY.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part I will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part I for a **total loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **Declarations Page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial **loss** covered under this Part I directly to the repair facility with **your** consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance that **we** provide for a **vehicle**, other than a **covered vehicle**, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by, to, or through the **owner** of a **non-owned vehicle**; and
2. any other applicable physical damage insurance.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be

submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part I, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART II - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
2. labor on a **covered disabled vehicle** at the place of disablement.

If a **covered disabled vehicle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional mileage charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part II, whether in the singular, plural, or possessive:

1. "**Covered disabled vehicle**" means a disabled vehicle that is:
 - a. a **covered vehicle** for which this coverage has been purchased;
 - b. a motor vehicle disabled while towing a **covered vehicle** for which this coverage has been purchased; or
 - c. a motor vehicle that customarily tows a **covered vehicle** for which this coverage has been purchased, that becomes dis-

abled while such **covered vehicle** is parked and being used as **your** residence.

2. **“Covered emergency”** means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART II.

This coverage does not apply to:

1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. installation of products or material not related to the disablement;
3. labor not related to the disablement;
4. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. assistance with jacks, levelers, airbags, or awnings;
7. towing from a service station, garage, or repair shop;
8. labor or repair work performed at a service station, garage, or repair shop;
9. vehicle storage charges;
10. a second service call or tow for a single disablement;
11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
12. mounting or removing of snow tires or chains;
13. tire repair;
14. repeated service calls for a **covered disabled vehicle** in need of routine maintenance or repair; or

15. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled vehicle**.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the **business** of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will only reimburse reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled vehicle** to the nearest qualified repair facility; and
2. labor on a **covered disabled vehicle** at the place of disablement;

which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part II for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART III - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT - REPLACEMENT COST PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Replacement Cost Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** and **non-owned personal effects** which occurs while those items are located:

1. inside the **covered vehicle**; or
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

INSURING AGREEMENT - SCHEDULED PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Scheduled Personal Effects Coverage, **we** will pay for a **covered loss** to **scheduled personal**

effects which occurs while those items are:

1. inside the **covered vehicle**;
2. on the parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**;
3. inside a **secured storage location**; or
4. in any other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover items of **scheduled personal effects**.

INSURING AGREEMENT - FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Full Timer's Secured Storage Personal Effects Coverage, **we** will pay for a **covered loss** to unscheduled **personal effects** inside a **secured storage location**.

ADDITIONAL DEFINITIONS

When used in this Part III, whether in the singular, plural, or possessive:

1. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of this Part III.
2. "**Non-owned personal effects**" means any personal property not owned by **you** or a **relative**, which is lawfully in the possession of **you** or a **relative**, other than:
 - a. self-propelled vehicles or watercraft;
 - b. deeds, documents, records, bills, money, coin collections, stamp collections, negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured person's permanent or primary residence other than the **covered vehicle**;
 - f. any property of **your** employees; and
 - g. animals (including birds and fish).

3. **“Personal effects”** means any personal property owned by **you** or a **relative** other than:
 - a. watercraft, golf carts or other self-propelled vehicles, except electric wheelchairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured’s permanent or primary residence other than the **covered vehicle**; and
 - f. animals (including birds and fish).
4. **“Scheduled personal effects”** means any **personal effects** which have been listed with a declared value on the personal effects schedule contained in **our** records.
5. **“Secured storage location”** means a segregated portion of a building used in a commercial storage **business** where access to **your personal effects** is restricted to **you** or **your** designated representative by a locked:
 - a. door;
 - b. cage; or
 - c. wall.

COVERED LOSS

A **covered loss** under this Part III must be caused by one or more of the following perils:

1. fire or lightning;
2. explosion, smoke, or charring;
3. windstorm, hail, earthquake, earth movement, volcanic explosion, lava flow, landslide, flood, rain, snow, sand, sleet or dust. However, this does not include **loss** to items in the **covered vehicle** or **secured storage location** caused by rain, snow, sand, sleet or dust unless the **covered vehicle** or **secured storage location**

is first damaged by a direct, accidental force, creating an opening through which the rain, snow, sand, sleet or dust enters;

4. riot or civil commotion;
5. vandalism, but not when caused by, or at the direction of, **you** or a **relative**;
6. aircraft or missiles;
7. objects falling on:
 - a. the **covered vehicle**;
 - b. unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects**, if not in the **covered vehicle**, but located on the parcel of real property that is:
 - (i) owned by **you** or reserved for **your** exclusive use; and
 - (ii) occupied by the **covered vehicle**; or
 - c. the **secured storage location**;
8. sudden impact caused by an animal;
9. any **loss** to unscheduled **personal effects**, **scheduled personal effects** or **non-owned personal effects** if caused by a **loss** to a **covered vehicle** for which Comprehensive Coverage or Collision Coverage is provided under Part I - Damage To A Vehicle. This peril does not apply to Full Timer's Secured Storage Personal Effects Coverage; or
10. theft of:
 - a. **unscheduled personal effects**, **scheduled personal effects** or **non-owned personal effects** from:
 - (i) inside:
 - (a) the **covered vehicle**; or
 - (b) an enclosed structure **owned** by **you**, or reserved for **your** exclusive use, that is located on the parcel of real property occupied by the **covered vehicle**;
if the theft is supported by evidence of forcible entry; or
 - (ii) anywhere else on the parcel of real property owned by **you**, or reserved for **your** exclusive use, that is occupied by the **covered vehicle**;
 - b. unscheduled **personal effects** or **scheduled personal effects** from a **secured storage location** if the theft is supported by evidence of forcible entry; and
 - c. **scheduled personal effects** from any

other location within the policy territory specified in the General Provisions of this policy if no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**.

Loss caused by theft must be reported to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **loss**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART III.

Coverage under this Part III does not apply for **loss**:

1. caused by birds, vermin, rodents, insects or other animals. However, this exclusion does not apply when a bird or animal causes a **loss** by collision or sudden impact;
2. for diminution of value;
3. that is confined to scorching, marring, scratching or breakage that is not a result of a **covered loss**;
4. due to theft of any of the following items while not in a **covered vehicle** or an enclosed structure **owned** by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
5. due to theft of any of the following items while not in a **covered vehicle** or an enclosed structure **owned** by **you** or reserved for **your** exclusive use that is located on the parcel of real property occupied by a **covered vehicle**:
 - a. all cameras and equipment used with cameras;
 - b. any jewelry, art, heirlooms, antiques, furs (including any article containing fur which represents its principal value), fine china and crystal;
 - c. personal computers, monitors, printers, word processors and data media used for personal purposes;

- d. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in the **covered vehicle**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument; or
- e. silverware, silver-plated ware, goldware, gold-plated ware and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter).

However, this exclusion does not apply if **you** have paid the premium for:

- a. Scheduled Personal Effects Coverage, and the items are **scheduled personal effects** which:
 - (i) are stolen from a **secured storage location** if the theft is supported by evidence of forcible entry; or
 - (ii) are stolen from any other location within the policy territory specified in the General Provisions of this policy and no homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance applies to cover such items of **scheduled personal effects**; or
 - b. Full Timer's Secured Storage Personal Effects Coverage, and such items are stolen from a **secured storage location** and the theft is supported by evidence of forcible entry;
- 6. caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;
 - 7. sustained while the **covered vehicle** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 - 8. arising out of or related to a **business**;
 - 9. resulting in, arising out of or related to any of the following:
 - a. consequential damages;
 - b. the cost of recreating any records or documentation; or
 - c. **business** interruption;
 - 10. that is due and confined to:
 - a. wear and tear;

- b. prior loss or damage;
 - c. manufacturing defects;
 - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
 - e. contamination or **pollutants**;
 - f. freezing;
 - g. gradual accumulation of snow or ice;
 - h. scorching, marring, scratching, or breakage of property. However, this exclusion does not apply to scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, lightning, or other **covered loss**; or
 - i. mechanical or electrical breakdown or failure.
- This exclusion does not apply if the **loss** results from theft;
11. caused directly or indirectly by any of the following:
- a. water leakage or seepage unless caused by any other **loss** covered under this Part III;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature; or
 - e. deterioration;
12. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
- a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
- However, this exclusion does not apply to **loss** caused by mold, mildew or fungus if such **loss** is caused by any other **loss** covered under this Part III;
13. caused by the order of any governmental or civil authority to destroy, confiscate or seize any property otherwise covered under this Part III because **you** or any **relative** engaged in illegal activities;

14. to any anti-sway, tow or torsion bars, tow hitch-
es, tow dollies, or other towing devices, that are
covered under Part I - Damage To A Vehicle;
15. to **scheduled personal effects** while located in
your permanent or primary residence, other
than a **covered vehicle**, if any other insurance
applies to the **loss**;
16. to personal property, other than **scheduled per-
sonal effects**, while located in **your** permanent
or primary residence, other than a **covered
vehicle**; or
17. caused directly or indirectly by:
 - a. war (declared or undeclared), including civil
war;
 - b. warlike action by any military force of any
government, sovereign or other authority
using military personnel or agents. This
includes any action taken to hinder or
defend against an actual or expected
attack; or
 - c. insurrection, rebellion, revolution, usurped
power, or any action taken by a govern-
mental authority to hinder or defend against
any of these acts.

LIMITS OF LIABILITY

1. Payments for **loss** covered under this Part III:
 - a. are subject to a \$100 deductible that shall
apply to each **loss**. However, no deductible
shall apply under this Part III if **you** have
incurred a deductible under Part I - Damage
To A Vehicle in the same **loss**; and
 - b. shall be reduced by the property's salvage
value if **you** or the **owner** retain the sal-
vage.
2. The aggregate limit of liability for **loss** to un-
scheduled **personal effects** will be the lowest
of:
 - a. the amount shown on the **Declarations
Page** for:
 - (i) Replacement Cost Personal Effects Cov-
erage; or
 - (ii) Full Timer's Secured Storage Personal
Effects Coverage;whichever is applicable;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items;

- d. if the **loss** occurs outside a **covered vehicle** to unscheduled **personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage;
 - e. \$500 per item; or
 - f. the applicable group limit set forth below.
3. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$1,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
- a. travel tickets, passports, and manuscripts;
 - b. coin collections and equipment, and stamp collections and collecting supplies;
 - c. trading cards, sports memorabilia, comic books, and other collectibles;
 - d. all cameras and equipment used with cameras;
 - e. jewelry, watches, gems, precious and semi-precious stones, art, heirlooms, antiques, and furs (including any article containing fur which represents its principal value); or
 - f. non-motorized recreational equipment, firearms, firearm related equipment, ammunition, and fishing, golf and skiing equipment.
4. Subject to the aggregate limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage or Full Timer's Secured Storage Personal Effects Coverage, whichever is applicable, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the following groups:
- a. electronic data processing system equipment, including, but not limited to, personal computers, monitors, printers, word processors, data media used for personal purposes and the recording or storage media used with that equipment;
 - b. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in a **covered vehicle**, including

accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument;

- c. silverware, silver-plated ware, goldware, gold-plated ware, fine china, crystal, and pewterware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
- d. tools; or
- e. if Full Timer's Secured Storage Personal Effects Coverage applies, **we** will pay no more than \$3,000 for **loss** to any group of unscheduled **personal effects** from the additional following groups:
 - (i) household furnishings, including furniture, lamps, paintings and rugs;
 - (ii) appliances and other equipment used at, and in the normal maintenance of, a residence; or
 - (iii) lawn and garden equipment.

- 5. Subject to the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage, for **loss** to **non-owned personal effects**, **we** will pay the lowest of:
 - a. the aggregate of \$500 per **loss** to **non-owned personal effects**;
 - b. the cost of repairing the item or items;
 - c. the cost of replacing the item or items; or
 - d. if the **loss** occurs outside a **covered vehicle** to **non-owned personal effects**, twenty-five percent (25%) of the limit of liability shown on the **Declarations Page** for Replacement Cost Personal Effects Coverage.
- 6. Subject to the limit of liability shown on the **Declarations Page** for Scheduled Personal Effects Coverage, for **loss** to **scheduled personal effects**, **we** will pay the lowest of:
 - a. the cost of repairing the item or items;
 - b. the cost of replacing the item or items; or
 - c. the declared value for the item or items of **scheduled personal effects**.

The declared value of all **scheduled personal effects** must be supported by an appraisal for each item. **Loss** to an item of **scheduled personal effects** that does not have an appraisal will be treated as a **loss** to unscheduled **personal effects**.

7. Subject to all other applicable Limits of Liability, **our** limit of liability for **loss** to part of a pair or set, series of objects, pieces or panels is the lowest of:
 - a. the cost to repair or replace the part that restores the set to its appearance and function before the **loss**;
 - b. the difference between the actual cash value of the set before the **loss** and after the **loss**; or
 - c. the cost of a substitute portion that reasonably matches the rest of the set.**We** have no obligation to replace the entire set if a portion is lost or damaged.
8. Payment for **loss** under Replacement Cost Personal Effects Coverage and Scheduled Personal Effects Coverage will be excess over any **loss** paid or payable under Full Timer's Shed Contents Coverage in Part IV - Full Timer's Package.
9. No one will be entitled to duplicate payment for the same elements of **loss**.

OTHER INSURANCE

If there is other similar insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability. However, any insurance **we** provide under this Part III will be excess over any other collectible source of recovery including, but not limited to, any coverage provided by homeowners, tenants, renters, condominium, unit-owners, cooperative, recreational, or other insurance.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property. **We** may make payment for a partial **loss** covered under this Part III directly to the repair facility with **your** consent.

NO BENEFIT TO BAILEE

Coverage under this Part III will not directly or indirectly benefit any carrier or other bailee for hire.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If the parties agree to an appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part III, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART IV - FULL TIMER'S PACKAGE

INSURING AGREEMENT - FULL TIMER'S PACKAGE

If **you** pay the premium for the Full Timer's Package, subject to the Limits of Liability for each coverage, **we** will provide Full Timer's Personal Liability Coverage, Full Timer's Medical Payments Coverage, Full Timer's Loss Assessment Coverage, and Full Timer's Shed Contents Coverage.

INSURING AGREEMENT - FULL TIMER'S PERSONAL LIABILITY COVERAGE

Subject to the Limits of Liability for Full Timer's Personal Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an

insured person becomes legally responsible because of an **accident** or **occurrence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part IV. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs on an **insured location** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

INSURING AGREEMENT - FULL TIMER'S MEDICAL PAYMENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses for medical and funeral services

incurred within three (3) years from the date of an **accident** or **occurrence** by any person, other than **you** or a **relative**, who sustains **bodily injury**:

1. while on an **insured location** with **your** express or implied permission; or
2. while off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location**;
 - b. is caused by the activities of **you** or a **relative**; or
 - c. is caused by any animal owned by or in the care of **you** or a **relative**.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**.

Any payment made under Full Timer's Medical Payments Coverage is not an admission of liability.

INSURING AGREEMENT - FULL TIMER'S LOSS ASSESSMENT COVERAGE

Subject to the Limits of Liability for Full Timer's Loss Assessment Coverage, **we** will pay up to \$5,000 for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of property owners, when the assessment is made as a result of:

1. direct **loss** to property owned by all members collectively, from a cause of **loss** not excluded under Part I - Damage To A Vehicle; or
2. liability for an act of a director, officer or trustee while acting as a director, officer or trustee, provided:
 - a. the director, officer, or trustee is elected by the members of a corporation or association of property owners; and
 - b. the director, officer, or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against **you** as owner or tenant of the **insured location**.

We do not cover loss assessments charged against

you, or a corporation or association of property owners, by any government body.

INSURING AGREEMENT - FULL TIMER'S SHED CONTENTS COVERAGE

Subject to the Limits of Liability for Full Timer's Shed Contents Coverage, **we** will pay up to \$5,000 for a **covered loss** to **personal effects** while inside a **shed**, regardless of the location of the **covered vehicle**. However, no coverage will be provided under Full Timer's Shed Contents Coverage for:

1. **personal effects** covered under Scheduled Personal Effects Coverage; or
2. any **loss** excluded under Part III - Personal Effects Coverage.

ADDITIONAL DEFINITIONS

When used in this Part IV, whether in the singular, plural, or possessive:

1. "**Aircraft**" means any contrivance or device used for flight, parachuting, gliding or soaring. However, "**aircraft**" does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. "**Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of Part III - Personal Effects Coverage.
3. "**Dead storage**" means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.
4. "**Insured location**" means:
 - a. the place where a **covered vehicle** is parked off public roads and being used as **your** primary residence;
 - b. the portion of vacant land **owned** by or rented to **you**, other than farm land, upon which a **covered vehicle** is regularly parked; or
 - c. any part of the premises that is not:
 - (i) **owned** by **you**; nor
 - (ii) rented to **you** for **business** purposes; but only if and while **you** are residing in a **covered vehicle** on such premises.
5. "**Insured person**" means:
 - a. **you** or a **relative**;

- b. any person or organization legally responsible for animals or watercraft owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle on an **insured location** with **your** express or implied permission.
6. **“Motor vehicle”** means:
- a. any motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - b. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
 - c. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, **“motor vehicle”** does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** on an **insured location**;
 - (ii) used to service an **insured location**; or
 - (iii) designed for assisting the physically impaired;
- b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and on an **insured location**; or
- c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.

7. **“Occurrence”** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
8. **“Personal effects”** means any personal property owned by **you** or a **relative** other than:
- a. watercraft, golf carts or other self-propelled vehicles, except electric wheelchairs or other self-propelled vehicles that are:
 - (i) designed for assisting the physically impaired;
 - (ii) designed to operate off of the public roads; and
 - (iii) not subject to motor vehicle registration;
 - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
 - c. any property used in a **business**;
 - d. any property held for rental to others by **you** or a **relative**;
 - e. any property located within the insured’s permanent or primary residence other than a **covered vehicle**; and
 - f. animals (including birds and fish).
9. **“Shed”** means a non-commercial building specifically designed for storage which:
- a. is owned, rented, or leased by **you**;
 - b. contains **personal effects**; and
 - c. is restricted to **you** or **your** designated representative by a locked door.
- “Shed”** does not include a building used in a commercial storage **business**.
10. **“Usual and customary charge”** means an amount which **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART IV.

Coverage under this Part IV does not apply to:

1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;
3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**;that is not an **insured location**;
4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;

8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;
no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant**

testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:

- a. any governmental directive or request; or
- b. any claim or lawsuit by or on behalf of a governmental authority;

- 18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
- 19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
- 20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
- 21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
- 22. **bodily injury** or **property damage** arising out of the use of a **covered vehicle** for transportation or travel on public roads;
- 23. **bodily injury** to an **insured person**;
- 24. any fines or penalties; or
- 25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:
 - a. mold, mildew or fungus, including any type or form of:
 - (i) decomposing or disintegrating organic material or microorganism;
 - (ii) organic surface growth on moist, damp, or decaying matter;
 - (iii) yeast or spore-bearing plant-like organism; or
 - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;

- b. wet or dry rot;
- c. rust; or
- d. dampness of atmosphere, extremes of temperature, or deterioration.

However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part IV.

None of these exclusions shall apply to **loss** under Full Timer's Shed Contents Coverage.

LIMITS OF LIABILITY

With respect to Full Timer's Personal Liability Coverage, the following provisions apply:

1. The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.
2. If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident** or **occurrence**.
3. If **your Declarations Page** shows a split limit:
 - a. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one person;
 - b. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident** or **occurrence**; and
 - c. the amount shown for "property damage" is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one **accident** or **occurrence**.
4. The "each person" limit of liability includes the total of all claims made for **bodily injury** against an **insured person** and all claims of others

derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

With respect to Full Timer's Medical Payments Coverage, the following provision applies:

1. Subject to **our** aggregate limit of \$50,000 for all persons injured in any one **accident** or **occurrence**, **we** will pay up to \$5,000 to each person injured in any one **accident** or **occurrence**. This is the most **we** will pay regardless of the number of:
 - a. claims made;
 - b. **covered vehicles**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. vehicles involved in an **accident** or **occurrence**; or
 - f. premiums paid.

With respect to Full Timer's Loss Assessment Coverage, regardless of the number of assessments, the limit of \$5,000 is the most **we** will pay as a result of:

1. one **accident**, including continuous or repeated exposure to substantially the same general harmful conditions;
2. any one **loss**; or
3. a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

With respect to Full Timer's Shed Contents Coverage, the Limits of Liability under Part III - Personal Effects Coverage shall apply, not to exceed \$5,000.

No one will be entitled to duplicate payments for the same elements of damages.

No coverage is provided under this Part IV for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

OTHER INSURANCE

Any coverage **we** provide under this Part IV is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under Full Timer's Personal Liability Coverage in this Part IV, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Full Timer's Personal Liability Coverage. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART V - VACATION LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Vacation Liability Coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** or **occurrence** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for damages covered by this Part V. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not insured or covered under this policy.

Unless paid pursuant to another coverage provided

in this policy, **we** will pay, in addition to **our** limits of liability:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid or tendered that portion of the judgment which does not exceed **our** Limit of Liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or **occurrence** arising out of the ownership, maintenance, or use of a **covered vehicle** while being used as, and at, a **temporary residence**. **We** have no duty to apply for or furnish this bond;
5. up to the lowest of:
 - a. the replacement cost at the time of the **loss**;
 - b. the full cost of repair; or
 - c. \$1,000 for any one **loss**;for **property damage** to property of others caused by an **insured person** that occurs while a **covered vehicle** is being used as, and at, a **temporary residence** if no other coverage under this policy applies; and
6. reasonable expenses, including loss of earnings up to \$200 a day, incurred at **our** request.

ADDITIONAL DEFINITIONS

When used in this Part V, whether in the singular, plural, or possessive:

1. **“Aircraft”** means any contrivance or device used for flight, parachuting, gliding or soaring. However, **“aircraft”** does not include a model or hobby device that is not capable of carrying or transporting people or cargo.
2. **“Dead storage”** means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.

3. “**Insured person**” means:
- a. **you** or a **relative**;
 - b. any person or organization legally responsible for animals or watercraft that are owned by **you** or a **relative** if that person or organization is using these animals or watercraft with the express or implied permission of **you** or a **relative**; and
 - c. with respect to any motorized vehicle to which this policy applies, any other person using the motorized vehicle at a **temporary residence** with **your** express or implied permission.
4. “**Motor vehicle**” means:
- a. any motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
 - b. a trailer or semitrailer designed for travel on public roads which is subject to motor vehicle registration;
 - c. a motorized golf cart, snowmobile, motorcycle, dirt bike, other motorized bicycle, motorized tricycle, amphibious device, all-terrain vehicle, or any other land vehicle or other similar type equipment **owned** by an **insured person** and designed or used for recreational or utility purposes off public roads; and
 - d. any vehicle while being towed by or carried on a vehicle defined as a **motor vehicle** above.

However, “**motor vehicle**” does not include:

- a. a motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - (i) in **dead storage** at a **temporary residence**;
 - (ii) used to service a **temporary residence**; or
 - (iii) designed for assisting the physically impaired;
- b. a motorized land vehicle which is designed for recreational use off public roads and is not subject to motor vehicle registration, if:
 - (i) not **owned** by an **insured person**; or
 - (ii) **owned** by an **insured person** and at a **temporary residence**; or

- c. a boat trailer, car tow dolly, or utility trailer **owned** by **you** or a **relative**, while not being towed by or carried on a **motor vehicle**.
- 5. “**Occurrence**” means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage** during the policy period. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**.
- 6. “**Temporary residence**” means a residence or premises that is away from, and not used as, **your** permanent or primary residence. A “**temporary residence**” includes a parcel of real property that is:
 - a. owned by **you** or reserved for **your** exclusive use; and
 - b. occupied by the **covered vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER THIS PART V.

Coverage under Part V does not apply to:

- 1. any **bodily injury** or **property damage** arising out of the ownership, maintenance, use, control, entrustment, supervision, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** by any **insured person**, including a **motor vehicle** rented or loaned to any **insured person**; or
 - c. a watercraft or hovercraft **owned** by or rented to any **insured person** which:
 - (i) is powered by a motor of more than fifty (50) horsepower;
 - (ii) is a sailing vessel twenty-six (26) feet or more in overall length; or
 - (iii) is a personal watercraft.However, this exclusion does not apply while the watercraft or hovercraft is in **dead storage**;
- 2. any **bodily injury** or **property damage** arising out of rendering or failing to render professional services;

3. any **bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. **owned** by an **insured person**;
 - b. rented to an **insured person** for a term that exceeds one hundred eighty (180) days; or
 - c. rented to others by an **insured person**; that is not a **temporary residence**;
4. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
5. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
6. **bodily injury** or **property damage** arising out of or within the course of employment or **business** pursuits of an **insured person**;
7. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
8. any employee with respect to injury, sickness, disease or death of a fellow employee injured in the course of his or her employment in an **accident** or **occurrence** arising out of or in the course of the **business** of their common employer;
9. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
10. **bodily injury** or **property damage** which is:
 - a. either expected or intended by an **insured person**; or
 - b. the result of a willful or malicious act by an **insured person**, or at the direction of an **insured person**;no matter at whom or at what the act was directed. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured person** to protect persons or property;
11. any liability assumed by an **insured person** under any contract or agreement;
12. **bodily injury** or **property damage** while the **covered vehicle** is rented or leased to others;
13. any obligation for which the United States Government is liable under the Federal Tort Claims Act;

14. **bodily injury** or **property damage** that arises out of the transmission of a communicable disease, bacterium, parasite, virus, or other organism, caused wholly or in part by the actions of an **insured person**;
15. **bodily injury** due to any of the following diseases transmitted wholly or in part by the actions of an **insured person**:
 - a. Acquired Immune Deficiency Syndrome (AIDS);
 - b. AIDS Related Complex (ARC);
 - c. Human Immunodeficiency Virus (HIV); or
 - d. any resulting or related symptoms, effects, conditions, diseases, or illnesses;
16. **bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
17. **bodily injury** or **property damage** arising out of any **loss**, cost, or expense relating to **pollutant** testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of **pollutants**, as the result of:
 - a. any governmental directive or request; or
 - b. any claim or lawsuit by or on behalf of a governmental authority;
18. **bodily injury** or **property damage** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse;
19. **bodily injury** or **property damage** resulting from any criminal act committed by or with the knowledge or consent of an **insured person**;
20. **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician;
21. **bodily injury** or **property damage** if the initial injurious act was committed prior to the effective date of **your** policy;
22. **bodily injury** or **property damage** arising out

of the use of a **covered vehicle** for transportation or travel on public roads;

23. **bodily injury** to an **insured person**;

24. any fines or penalties; or

25. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened migration, release, existence, or presence of, or actual, alleged, or threatened exposure to, any of the following:

a. mold, mildew or fungus, including any type or form of:

(i) decomposing or disintegrating organic material or microorganism;

(ii) organic surface growth on moist, damp, or decaying matter;

(iii) yeast or spore-bearing plant-like organism; or

(iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbe;

b. wet or dry rot;

c. rust; or

d. dampness of atmosphere, extremes of temperature, or deterioration.

However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this Part V.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** is the most **we** will pay for any one **accident** or **occurrence** regardless of the number of:

1. claims made;

2. **covered vehicles**;

3. **insured persons**;

4. lawsuits brought;

5. vehicles involved in an **accident** or **occurrence**; or

6. premiums paid.

The amount shown on the **Declarations Page** is the most **we** will pay under this Part V for the total of all damages resulting from any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

No coverage is provided under this Part V for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this policy.

Any insurance **we** provide under this Part V is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part V, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under this Part V. If a judgment against an **insured person** remains unsatisfied after thirty (30) days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART VI - SCHEDULED MEDICAL BENEFITS - VACATION RESIDENCE COVERAGE

INSURING AGREEMENT

Subject to the Schedule of Benefits, if **you** pay the premium for Scheduled Medical Benefits - Vacation Residence Coverage, **we** will pay for a **qualified bodily injury**:

1. sustained by **you**; and
 2. caused by an **accident** while using a **covered vehicle** as a residence;
- if **you** seek treatment for the **qualified bodily injury** within one hundred eighty (180) days of the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part VI, whether in the singular, plural, or possessive:

1. **“Loss of ability to work”** means that **you** have been unable to work for twelve (12) consecutive months after the date **you** sustained a **qualified bodily injury**, in a profession, business or occupation for which **you** are qualified and capable of performing by virtue of **your** education, vocational training, and experience. **Loss of ability to work** coverage applies only to **you**.
2. **“Loss of eye”** means the irreversible loss of the entire sight of **your** eye.
3. **“Loss of foot”** means complete severance through or above **your** ankle joint.
4. **“Loss of hand”** means complete severance through or above **your** wrist.
5. **“Qualified bodily injury”** means physical injury, including death that results from physical injury, which is caused by an **accident** and which is of a type listed on the Schedule of Benefits below.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART VI.

Coverage under this Part VI does not apply to a **qualified bodily injury**:

1. which is self-inflicted;
2. which results from **your** illegal activity;
3. due to war, or hostile or war-like action in time of peace or war, whether declared or undeclared;
4. due to nuclear action which means a nuclear reaction, radiation or radioactive contamination;
5. arising while a **covered vehicle** is being towed on public roads; or
6. arising out of the use of a **covered vehicle** in connection with **your business**.

SCHEDULE OF BENEFITS

Qualified Bodily Injury	Limits of Liability		
	<u>Named Insured & Spouse</u>		
	<u>Named Insured</u>	<u>Spouse</u>	<u>Spouse</u>
Loss of life	\$35,000		\$10,000
Loss of both hands or both feet		\$10,000	
Loss of one hand and one foot		\$10,000	
Loss of both eyes		\$10,000	
Loss of one eye and one hand or one foot		\$10,000	
Loss of one hand or one foot		\$5,000	
Loss of one eye		\$5,000	
Loss of ability to work		\$10,000	

This coverage is limited as follows:

1. The most **we** will pay for Loss of Life of both the named insured and the named insured’s spouse is \$45,000.
2. If more than one **qualified bodily injury** is sustained by the named insured or by the spouse of the named insured in one **accident**, the most **we** will pay for that person’s **qualified bodily injuries**, other than Loss of Life, is \$10,000.
3. If Loss of Life benefits are claimed with respect to an individual, no claim can be made under Scheduled Medical Benefits - Vacation Residence Coverage for another **qualified bodily injury** to that individual if the Loss of Life and the other **qualified bodily injury** were caused by the same **accident**.

The Limits of Liability shown above are the most **we** will pay for any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in an **accident**; or
6. premiums paid.

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations Page** and which occur within any state, territory, or possession of the United States of America, or any province or territory of Canada, or while a **covered vehicle** or **non-owned vehicle** is being transported between their ports. If the Mexico Coverage provision extends Comprehensive Coverage or Collision Coverage to a **loss**, the territory shall extend to Mexico and transportation between its ports, but only to the extent described under Part I - Damage To A Vehicle.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), the **Declarations Page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived, except by an endorsement issued by **us**.

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any resident operators are added or deleted; or
3. **you** acquire an additional or replacement **vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number, type, or use classification of **covered vehicles**;

2. operators using **covered vehicles**;
3. an operator's marital status;
4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy may not be transferred to another person without **our** written consent. If a named insured dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy if **you** or an insured person:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. **We** may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

However, if **we** make a payment, the insured person must reimburse **us**.

We may deny coverage for an **accident** or **loss** if **you** or an insured person have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

A charge may be added to **your** account if:

1. **you** tender a check, draft, or any remittance other than cash to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the check, draft, or remittance is returned to **us** or refused because of insufficient funds, a closed account, or a stop payment order; or
2. **your** premium payment is received after the due date but prior to the effective date of cancellation of this policy for nonpayment of premium.

CANCELLATION

You may cancel this policy by calling, writing, or sending an electronic communication to **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the

effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason within the first fifty-nine (59) days of the initial policy period.

After this policy is in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud, or misrepresentation by **you** of any material fact, in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
4. a material violation of a material provision of the policy; or
5. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

A minimum earned premium of \$50 shall apply if this policy is canceled at **your** request or canceled due to nonpayment of premium. This amount will not be refunded to **you**.

If **we** cancel this policy for a reason other than nonpayment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, or if cancellation is for nonpayment of premium, any refund due will be computed on a ninety percent (90%) of a daily pro-rata basis, and subject to the minimum earned premium. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**.

COVERAGE CHANGES

If **we** make a change which broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative** or any other insured person following an **accident**, or an alleged breach of **our** obligations under this policy, must be commenced

within the time period set forth as the bodily injury statute of limitations in the laws of the state listed in **our** records as **your** principal address.

We may not be sued for payment under Part IV - Full Timer's Package or Part V - Vacation Liability Coverage until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her **loss**. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part I - Damage To A Vehicle.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and the amount remaining after the insured person has been fully compensated for his or her **loss** will be reimbursed to **us** to the extent of **our** payment.

If recovery is made by an insured person under this policy from a responsible person, entity, or organization, without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against a responsible person, entity, or organization, **you** authorize **us**, at **our** option, to recover any deductible incurred by **you** for property damage covered by this policy. **We** have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by **you** and the amount **we** have paid for property damage. If **you** or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by **us**, then:

1. a separate or independent legal action may be filed by **you** or that insured person; or
2. the claims may be joined with **our** action if that person notifies **us** and secures separate counsel to protect those other interests.

We reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. **You** are entitled to reimbursement of **your** proportionate share of any recovery. However, **your** recovery is subject to a reduction for **your** proportionate share of any expenses and fees of an outside attorney incurred in connection with these collection efforts.

OUR RIGHTS TO INSPECT

We, and any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports or recommendations on **our** behalf, have the right to:

1. make inspections and surveys after providing **you** with reasonable notice;
2. provide **you** reports related to any conditions that **we** identify with respect to a **covered vehicle** or property; and
3. recommend changes with respect to any identified conditions.

This does not mean that **we** or any entity acting on **our** behalf:

1. make safety inspections;

2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
3. warrant or represent that conditions are safe or healthful; or
4. warrant or represent that conditions comply with laws, regulations, codes or standards.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an insured person under any of the liability coverages in this policy is returned unsatisfied because of the insolvency or bankruptcy of the insured person, the person claiming payment for damages under the applicable liability coverage may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability for that coverage.

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